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## VOL. XXXIII., No. 34.

## The Solicitors' Journal and Reporter.

LONDON, JUNE 22, 1889.

## CURRENT TOPICS.

THE PROFESSION were glad to welcome the re-appearance of Lord Justice BOWEN in the Appeal Court, and apparently in good health, after his somewhat protracted indisposition. With the exception of Mr. Baron HUDDLESTON, none of the other judges were absent on Tuesday, the opening day of the sittings, except Mr. Justice NORTH, who did not make his appearance until Thursday.

AS WE INTIMATED last week might be probable, it is now announced that interlocutory appeals from the Queen's Bench Division will, on Tuesday next, and on every Tuesday until further notice, be taken in Court of Appeal No. 2, and, further, that Court of Appeal No. 1 will, on every Wednesday, take *ex parte* motions and original motions in Queen's Bench appeals. Presumably the court will not on those days take interlocutory motions, as provided by the sittings paper.

WHEN COMPARISON is made between the cause lists of the present sittings and those of a year ago, it appears, if numbers are any criterion, that the Court of Appeal and the courts of the Chancery Division are much closer up to their work now than they were a year ago. The Appeal Courts have in the present lists 126 appeals, as compared with 184 in the Trinity list of 1888, and the matters in the chancery list aggregate 578 now as against 756 then. In the Queen's Bench Division there are thirty-five more cases, and in the Probate, Divorce, and Admiralty Division 120 more.

WE HEAR that the motion for the third reading of the Land Transfer Bill will probably be made in the House of Lords on the 25th inst. It will be observed that Mr. W. H. SMITH, in referring to the business of the session, on the 17th inst., did not go further with regard to the Bill than to express a "hope" that "it might be possible for the House of Commons to consider" the measure. It will certainly be remarkable if it does not occur to the Ministry, sooner or later, that, by the omission of four clauses and a few words in another clause, the Bill might be passed into law without serious opposition. The only difference would be that in that event the measure would have to depend for success on its merits, and not upon compulsion.

REFERRING to our recent observations (*ante*, p. 482) on the refusal of the Bank of England to act upon an order made at chambers vesting Government stock registered at the Bank in new trustees, Mr. Justice CHitty, on Thursday last, had before him a motion for an order vesting such stock in new trustees who had been appointed at chambers, on the ground that the Bank had refused to act upon a vesting order relating to such stock made at chambers. The learned judge adhered to his decision in *Re Morris's Settlement Trusts* (37 W.R. 317), that he had the power, under R. S. C., ord. 55, r. 13a., and the Trustee Act, 1850, and the Judicature Act, 1873, to make the vesting order at chambers; but rather than put the parties to the expense of contesting the matter, at the expense, perhaps, of the estate, he made a vesting order in court on the motion. We have reason

to believe that, amongst new rules of court shortly to be issued, there will be one making the matter plain.

A LEARNED CORRESPONDENT, whose opinion is entitled to great respect, writes to suggest that the difficulty we have referred to as likely to be occasioned by the 18th section of the Customs and Inland Revenue Act, 1889, may prove to be less serious than is commonly supposed. As we understand his letter, he would read the words "save such as . . . must be conveyed by deed" as meaning "save such as . . . must, as between vendor and purchaser, be conveyed by deed"; and he points out that in proceedings for specific performance it is a matter of course to direct a conveyance by deed of an equitable interest in land to be executed. In other words, by practice, and in a sense by law, a purchaser of an equitable interest is entitled to require a conveyance by deed. This is an exceedingly ingenious and helpful suggestion, and we can only say that we earnestly hope it may find favour with the courts when the section comes to be construed in a revenue case. We would point out, however, that the practice at which the section appears to be aimed is the *waiver* by a purchaser of his right to a conveyance where a conveyance is not by law essential to a transfer; and, having regard to this, the natural interpretation of the words of section 18 above cited appears to be "unless you, the purchaser, cannot do without a conveyance by deed, you must stamp your contract with *ad valorem* duty."

SOME IDEA of the labour which falls on the office-bearers of the Incorporated Law Society may be gathered from the table of attendances of members of the council which we print elsewhere. Mr. PENNINGTON, surely the most indefatigable and vigilant of treasurers, stands at the head of the list with thirty-five attendances at council meetings, and 143 attendances at committees—an aggregate of 178 attendances; but he only succeeds in beating the president by a single attendance. Mr. LAKE attended 39 meetings of the council and 138 committees—a total of 177 attendances. We need hardly say, however, that, under existing circumstances, even these large figures represent but a small part of the work performed by these officers. The president, in particular, has a large proportion of his time taken up with the direction of the organization with reference to the Land Transfer Bill, of which he is the soul and centre, as well as with matters relating to the Discipline Committee. We rejoice to believe that the public spirit of leading solicitors was never at a higher pitch; the busiest men inside and outside the council are willing to devote infinite time and trouble to forwarding the interests of the profession—as witness the recent movement with regard to the new rules of court. If, however, we might venture on a hint, we would suggest whether it might not be desirable that qualification for re-election and new election on the council should be to a somewhat larger extent estimated, in the one case by the attendances, and in the other by the manifestation of readiness to devote time and trouble to the interests of the profession.

THE COMMISSIONERS for Oaths Act, 1889, has been issued, and the words of 22 Vict. c. 16, "may . . . appoint persons, being practising solicitors, or other fit and proper persons, to be commissioners for oaths," appear unaltered in section 1. In subsection 3 of this section, however, the suggestion of the Council of the Incorporated Law Society has been adopted, and it is provided that "a commissioner for oaths shall not exercise any of the powers given by this section in any proceeding in which he is solicitor to any of the parties to the proceeding, or clerk to any such solicitor." A slip in the Bill, also pointed out by the council, is amended by giving power to the Lord Chancellor to revoke the appointment of a commissioner, but their useful suggestion that the future title of all existing and future commissioners should be prescribed by the Bill has not been adopted. Will the power given by section 1 (2) of the new Act to commissioners, to administer oaths or take affidavits in "matters relating to the registration of any instrument, whether under an Act of Parliament or otherwise," taken in connection with section 13, which provides that "a commissioner authorized before the commencement of this Act to administer oaths in the Supreme Court shall be deemed to be a

commissioner for oaths within the meaning of this Act," put an end to the question left undecided in *Munton v. Lord Truro* (36 W. R. 775)—viz., whether the oath required by section 5 of the Middlesex Registry Act (7 Anne, c. 20) could be sworn before a commissioner appointed under the Judicature Act, 1873?

ACCOUNTS CONTINUE to come to hand of the success of the movement with regard to the Land Transfer Bill inaugurated by the Council of the Incorporated Law Society. In Birmingham, where one expects to find excellent organization, an admirably terse and explicit letter to the members of Parliament for that town and the neighbourhood, prepared by the Birmingham Law Society, was signed by 237 solicitors, members of the society, within the very short period of five days. Meanwhile valuable results of the communications made to members of Parliament are becoming apparent. We publish elsewhere a reply which the solicitors of Bury have received from Sir HENRY JAMES. He says that when he was Attorney-General he "gave a great deal of attention to the subject of land transfer, in the hope that he might be enabled to discover some method of simplifying and lessening the cost of the conveyance of land." But he says that the attempt on his part was not successful. "After doing my best I was unable to suggest any plan of material benefit to the public." This is a most important piece of history; for it is to be remembered that when Sir HENRY JAMES was Attorney-General the Lord Chancellor—with whom he would, of course, take counsel on the subject—was not only thoroughly conversant with conveyancing and the law of property, but was himself the greatest living authority on the question of registration of title to land. We must take it, therefore, that not only Sir HENRY JAMES's acuteness and power of careful investigation, but also that Lord SELBORNE's knowledge and experience, failed to suggest any plan of land transfer which was likely to be "of any material benefit to the public." What neither Sir HENRY JAMES nor Lord SELBORNE could devise, a Lord Chancellor innocent of any special knowledge and experience relating to the transfer of land professes to have accomplished. One point of Sir HENRY JAMES's letter is to shew that the expense of establishing a perfect system of land transfer must necessarily be very great; that this expense must be borne by those who register, and that, if registration be compulsory, "the burden on everyone transferring land would be most serious, and in many instances absurdly great in relation to the value of the property transferred." We hope that the letter, or portions of it, will be reprinted and circulated among members of Parliament.

THE LAND TRANSFER Bill, as amended by the Select Committee, has now been reprinted, and it may be worth while to notice two or three of the results of the committee's labours. Taking the compulsion clauses first, we observe that the suggestion of the Council of the Incorporated Law Society, that under clause 3 (1) the intended compulsion could be evaded by means of a device analogous to that of a lease and release, has been met by the insertion in that clause of a proviso that "the foregoing provisions shall not apply to the conveyance of any estate *expectant on an estate of freehold*, whether the estate so *expectant* be in reversion or remainder." But this does not appear to cover the other ingenious suggestion of the council, that registration might also be evaded by effecting a mortgage to the purchaser (the clause exempting "any conveyance by way of mortgage," and the purchaser thus getting the legal estate), and then the vendor releasing by unregistered deed the equity of redemption to the mortgagee. A further clause has been added to the proviso to the effect that "registration in pursuance of this section shall not defeat the title of a previously-registered owner, being a *bond fide* purchaser for valuable consideration." Turning next to the clause (83 (5)) relating to the employment and payment of officials "by applicants for registration, or other persons dealing with the Land Transfer Office, in connection with the registration of land," we are glad to find that in the amended clause (now 86 (5)) these objectionable words are omitted. And on another point raised by the council, bearing on the same subject, an alteration has been made by the committee. In clauses 11 (2), 15 (2), and 16 (2) of the Bill it was provided that an instrument of transfer in the form in the schedule to the Act should, until registration, "operate only as

a contract, and not as a conveyance [or mortgage].” The council urged that as the instrument was to operate only as a contract, it might be held to be “an agreement under hand only” within section 60 of the Stamp Act, 1870, and might be prepared by anyone, whether a solicitor or not. The amended clauses provide that the instrument of transfer “shall not confer on the transferee any estate in the land [or charge].” We believe that if the Bill should pass the House of Lords a full report upon it, in its amended form, may be anticipated from the Council of the Incorporated Law Society.

THE DECISION of Mr. Justice STEPHEN, in chambers, in *Banks v. Bullock & Co.* (*ante*, p. 525), following the decision of the Divisional Court in *Barker v. Hempstead* (*ante*, p. 440), has probably finally settled the question that the allowance of “fixed costs,” in use since 1884 in the Queen’s Bench Division under order 14 (Central Office Practice Rules, No. 18) where judgment is recovered in contract actions for sums not exceeding £50, is not an allowance of costs according to the scale for the time being in use in the Supreme Court in accordance with section 116 of the County Courts Act, 1888; these fixed costs having been arrived at on the basis of the County Court Scale, in pursuance of R. S. C., ord. 65, r. 12, which entitled the plaintiff in contract actions in which under £50 was recovered (excluding costs) to no more costs than he would have been entitled to had he brought his action in a county court. As the decision confers the right to tax, the costs recoverable will be rather more than hitherto been allowed by scale in such superior court actions; but, the convenience and economy of a fixed scale being obvious, it appears to be desirable that an increased scale of fixed costs applicable to such actions should be settled, so as to avoid the necessity or demand for a taxation in the majority of instances.

A CURIOUS DIFFICULTY arose before a metropolitan police magistrate last Tuesday as to the construction of section 37 of the Poor Law Amendment Act, 1868 (31 & 32 Vict. c. 122), which provides that “when any parent shall wilfully neglect to provide adequate food, clothing, medical aid, or lodging for his child, being in his custody, under the age of fourteen years, whereby the health of such child shall have been or shall be likely to be seriously injured, he shall be guilty of an offence punishable on summary conviction.” The section concludes with the following words:—“And the guardians of the union or parish in which such child may be living shall institute the proceedings and pay the costs thereof out of their funds.” A prosecution having been instituted under the section by a Children’s Protection Society, an objection was taken, and sustained, that the guardians were the only persons who were entitled to take proceedings. There appears to be an entire absence of authority on the question, and Mr. Justice STEPHEN, in his “Digest of the Criminal Law” (article 265), states the effect of the section, and adds a note:—“‘Shall.’ Does this mean that no one else may do so?” Mr. BUSHBY declined to hear the complaint except under a *mandamus*, and observed that Mr. Justice STEPHEN’s doubts had been described as being “of as much value as other people’s certainties.”

THE CASE of *Collins v. Worley* (*ante*, p. 524) affords the first occasion on which the construction of the new rule—R. S. C., ord. 36, r. 40—has been before the court. The object of the rule is to afford information to the taxing officer in allowing refreshers under ord. 65, r. 27 (48), by causing a note to be taken of the times at which a trial commences and terminates. In the case referred to Mr. Justice CHERRY decided that in acting on this order the time of the mid-day adjournment of the court is not to be deducted, but is to be treated as part of the time during which the trial is going on, and this may be presumed to be the intention of the rule. Otherwise all interruptions of a few minutes for the purpose of dealing with passing matters must be deducted, although it is the duty of counsel to be present when a trial comes on, and, notwithstanding interruption, they must be within call and their services be available.

#### THE DISCLAIMER OF A BANKRUPT’S LEASEHOLD PROPERTY AS AFFECTING MORTGAGES BY SUB-DEMISE.

SECTION 55 of the Bankruptcy Act, 1883, was drafted with the express design of removing the difficulties which had been felt with regard to section 23 of the Act of 1869; it is surprising, therefore, that so little care appears to have been taken to provide explicitly for the important case of the disclaimer of leasehold property which the bankrupt has mortgaged by way of sub-demise. This is now regulated by the decision of the Court of Appeal in *Re Finley* (37 W. R. 6, 21 Q. B. D. 475), and the burden thereby imposed on the mortgagee will seriously affect the creation of such securities; but it is doubtful whether the construction there given to the section was contemplated by the framers of the Act, and it was only rendered possible by the loose and inaccurate way in which they did their work.

Where land is leased for a term of years, and is afterwards sublet by the lessee, the original lease regulates the relations of the lessor and lessee, and the sub-lease those of the lessee and the sub-lessee; but between the lessor and the sub-lessee there are no contractual relations at all, and they do not come into contact unless, the sub-lessee being in possession, the lessor distrains or re-enters under the original lease. But upon the bankruptcy of the lessee, his trustee may disclaim the property, and thus put an end at the same time to the rights and the liabilities of the bankrupt in respect of it; it is clear, then, that as the intermediary between the lessor and the sub-lessee is gone, they must now be brought into more direct contact, but the manner in which this is to be effected has caused no little difficulty.

Section 23 of the Act of 1869 did not pretend to touch the question. It was only concerned with getting the bankrupt out of the way, and this it did by providing that the lease should be deemed to have been surrendered at the date of the disclaimer; no hint was given of how such surrender was to effect interests created by the bankrupt, or what relations were to exist between the lessor and a sub-lessee. In *Smalley v. Hardinge* (29 W. R. 554, 7 Q. B. D. 524) the fictitious surrender thus created by the statute was treated as an actual one, and no limitations to it were suggested; but, like a voluntary surrender, it was only allowed to operate so far as not to prejudice rights created by the lessee, and therefore the lessor was not allowed to eject the sub-lessee. Under 8 & 9 Vict. c. 106, s. 9, his reversion was made by the surrender the reversion immediately expectant on the sub-lease, and to it the rights and incidents created by the sub-lease were attached. But this construction did not commend itself to the Court of Appeal in *Ex parte Walton* (17 Ch. D. 746). As the surrender was merely fictitious, it was thought proper to limit its effects to the purpose for which it was introduced—namely, the relief of the bankrupt and his estate and his trustee from all liability in respect of the property comprised in the lease. As soon as this had been accomplished there was no reason to keep up the fiction so as to affect the rights or liabilities of other parties, and it was decided accordingly that these were not touched by the disclaimer. As between the lessor and the sub-lessee, therefore, the original lease was still in existence, and the lessor could distrain for rent reserved by it, and re-enter for breach of covenants contained in it, but of course he could not sue the sub-lessee on these covenants so as to recover damages against him. The sub-lessee, on the other hand, being lawfully in possession under an interest derived from the original lease, was entitled to remain in possession so long as the terms of the lease were observed.

This construction of section 23 of the Act of 1869 was introduced into section 55 of the Act of 1883, which provides, by sub-section (2), that “the disclaimer shall operate to determine, as from the date of disclaimer, the rights, interests, and liabilities of the bankrupt and his property in or in respect of the property disclaimed, and shall also discharge the trustee from all personal liability in respect of the property disclaimed as from the date when the property vested in him, but shall not, except so far as is necessary for the purpose of releasing the bankrupt and his property and the trustee from liability, affect the rights or liabilities of any other person.” So far, then, the bankrupt is simply put out of the way, but no provision is made for the adjustment of the relations of those between whom he has hitherto stood. This is done to a certain extent by sub-section (6), which provides, in a long and

complicated manner, for the vesting of the "property" in, or delivery thereof to, certain persons therein described. It begins by defining who may apply for a vesting order, and this privilege is granted to (1) persons claiming an interest in the disclaimed property, and (2) persons under any liability in respect of it not discharged by the Act. It then provides that, upon application by any of such persons, an order may be made for the vesting of the property in, or the delivery thereof to, (i.) any person entitled thereto, or (ii.) any person to whom it may seem just that the same should be delivered by way of compensation for such liability as aforesaid. So far, then, the sub-section distinctly contemplates two classes of persons—(a) those having an interest in the disclaimed property; (b) those under any liability in regard to it. As to the latter class, no difficulty has arisen. They are persons who in some way have become liable to perform the covenants entered into by the bankrupt, either as sureties or otherwise. But with respect to the former, the doubt soon arose whether it included only persons claiming an interest under the bankrupt, or whether it included the lessor also. The former view was adopted in *Ex parte Turquard* (33 W. R. 752, 14 Q. B. D. 405), where CAVE, J., held that the disclaimed property was the term of years vested in the bankrupt, and that in this term the lessor had no interest. But this opinion was withdrawn in *Ex parte Shilson* (36 W. R. 187, 20 Q. B. D. 343), where the same judge, in delivering the judgment of himself and A. L. SMITH, J., said that, on further consideration, they thought the words included the lessor also; but no reasons for this conclusion were assigned. The same point arose in *Re Finley* (*suprà*), and there the Court of Appeal approved the decision in *Ex parte Shilson*. It is to be noticed that the word "property" is used with great looseness all through section 55, and sometimes means the land itself, sometimes the bankrupt's interest in the land. Moreover, by sub-section (4), it is provided that any person interested in the property may call on the trustee to disclaim, and in *Ex parte Mackay* (33 W. R. 825, 14 Q. B. D. 401) a landlord was allowed to give notice under this sub-section. But, although this case was relied on in the Court of Appeal, it does not appear that the point was there discussed. It may be suggested, perhaps, that the original opinion of CAVE, J., has been too readily dismissed, and that the words "interest in the disclaimed property" ought to have received a more careful construction. It was said, indeed, that the lessor "is very much interested in the observance by the lessee of the covenants and conditions contained in the lease, and that he has a very substantial 'interest in the disclaimed property,' in whatever sense you take the expression." But the word "interest" should hardly be treated in this loose fashion. If it is once allowed that the disclaimed property is the term of years vested in the bankrupt, and not the land itself, then it is quite clear that the lessor has no "interest" in this, in the sense in which the term is used in real property law.

The same conclusion may also be drawn from the form of the proviso at the end of sub-section (6). This, again, looks at two classes of persons—(1) those claiming under the bankrupt, whether as under-lessees or as mortgagees by demise; and (2) those liable to perform his covenants in the lease. No vesting order is to be made in favour of the first class except upon the terms of their accepting all the liabilities and obligations of the bankrupt under the lease. Failing this, the property is to be vested in some person of the second class, who is thereupon to take it free and discharged from all estates, incumbrances, and interests created therein by the bankrupt. There appears to be a correspondence between the first class here and that alluded to in the earlier part of the sub-section; and as the lessor is obviously excluded in the one case, he might not unnaturally be held to be excluded in the other. Moreover, the absence of any allusion to the lessor in the proviso is very noticeable. However, unless the point should be taken to the House of Lords, it is now settled that the lessor can apply, under sub-section (6), and can force a mortgagee by sub-demise either to accept a vesting order of the property, and with it take over all the liabilities and obligations incident to the lease, or else to lose all interest in his security. The provision of the sub-section on this latter point is that, upon the mortgagee refusing to accept a vesting order on the above terms, he is to be excluded from all interest in and security upon the property. If, therefore, the application is made by the lessor, and there are no sureties or other persons interested, a vesting order is not required. The

refusal of the mortgagee shuts him out altogether, and the lessor now holds the property discharged from the original lease and all interests created out of it.

An important question was left undecided in *Re Finley* as to the effect of an order vesting the property in a mortgagee subject to all the liabilities and obligations of the bankrupt in respect of the lease. Does this make him liable as an original lessee, or only as an assign of the original lease? It was pointed out by LINDLEY, L.J., that the vesting order alone would impose upon the person who takes the property all the obligations of a mere assignee of the lease, and that the express words of the sub-section must aim at adding some further responsibility. The matter is by no means free from doubt, but it is clear that a mortgagee by sub-demise now runs the risk of having to step into the shoes of his mortgagor or else forfeit his security, and it will be safer to assume that this is the law until there has been some decision in the contrary direction.

More recently it has been decided in *Re Morgan* (22 Q. B. D. 592) that as long as this question of the extent of the liability of a person taking a vesting order remains undecided, the lessor has such an interest in the property that he ought always to be served with notice of an application under the section. As to other persons who ought to be served, the matter is in the discretion of the court, and if it should be of opinion that the applicant has not served all the persons who ought to be served, he will have to pay the costs occasioned by his default. Each case must be dealt with on its merits. Apparently every person who has a substantial interest in the granting of the vesting order should be served, and it is better to serve too many than too few.

#### INVESTMENT OF TRUST MONEY ON MORTGAGE.

Two recent cases have raised interesting points with regard to the liability of trustees, past and present, as regards mortgage investments.

In *Priest v. Uppleby*, reported elsewhere, the defendant in 1881, being then the sole surviving trustee under a will, invested £1,300, part of the trust money, upon a first mortgage of freehold cottages at Hull, which had been valued by a valuer at £1,750. Subsequently he retired from the trust, and new trustees were appointed, to whom the trust property, including the mortgage on the cottages, was transferred. In 1887 the interest fell into arrear, and the new trustees, acting on a power of sale contained in the mortgage, sold the cottages, which realized a little over £800. This was, of course, a clear case for the application of the old rule before the Trustee Act, 1888, as to advancing not exceeding one-half the value of house property. The decrease in value had arisen from the failure of some docks near the cottages, which took away the workpeople who had been relied upon as probable tenants, and this in itself shewed the speculative nature of the investment, one, as COTTON, L.J., said, which no prudent man would have made on his own account. But even taking the valuation originally made, the rule had been grossly violated, for the investment far exceeded one-half, and, indeed, was over two-thirds, the estimated value of the property. The peculiarity of the case was that the trustee who had made the investment had ceased to act in the trust, and KEKEWICH, J., held that the *cestui que trust* who sought to make him liable had lost his remedy by assenting to the sale in 1887; this was upon the ground that it was made without any notice being given to the retired trustee, and that he therefore lost the chance which he would otherwise have had of taking over the mortgage property on making good to the trust estate the amount which had been advanced. But the Court of Appeal saw nothing in this argument. When the old trustee made over the trust property to the new trustees he conferred upon them all rights in connection with it, and amongst others the right of selling it at any time in order to realize the security. In assenting to such sale the *cestui que trust* in no way debarred himself from objecting to the improper investment formerly made, and which was quite a distinct matter. Indeed, until the sale actually took place, the loss which it caused could not be properly known.

In the other case above referred to, *Re Medland, Eland v. Medland* (*ante*, p. 336), Mr. Justice STIRLING had before him the kindred question of the duty of trustees to call in or reduce a security when it has become known the property has decreased in value below the

limits allowed for the original investment. There trust money was invested in three mortgages on agricultural land, the amounts being £2,000, £1,550, and £2,400 respectively. The interest on these was paid regularly, but the land had very much diminished in value, and at a valuation made in October, 1888, the three estates were found to be worth only £1,800, £1,665, and £2,340 respectively. Hereupon, one of the trustees insisted that steps should at once be taken to reduce the security in each case to not more than two-thirds of the present actual value of the land, but the others maintained that they had a discretion in the matter, and they decided that a less reduction would be sufficient. In this they were supported by STIRLING, J. He did not think it was their duty, immediately the property fell below the two-thirds limit, to call in or reduce the debt, but that they must deal with the matter as practical men, and in so doing one consideration would be whether the mortgagor was insolvent, or was a wealthy man and well able to pay the mortgage debt. This reasonable decision makes it unnecessary for trustees to follow nicely the variations in property, though, of course, any decided changes in value should be noticed and met by corresponding changes in the security. It must be remembered, however, that when the fall in value has taken place the mischief is frequently already done, and a sudden calling in of the security, or a forced sale, would only increase it. Hence there is good reason for the wide discretion which Mr. Justice STIRLING allowed to the trustees to act as might be most for the advantage of the trust estate.

#### SIR HENRY JAMES ON THE LAND TRANSFER BILL.

THE solicitors of Bury recently addressed to their member, the Right Honourable Sir Henry James, Q.C., M.P., a letter on the subject of the Land Transfer Bill now before the House of Lords, and in reply Mr. P. Watson, solicitor, of Bury, has received the following communication:—

Dear Mr. Watson,—I have to acknowledge the receipt of your letter of yesterday with its enclosure. When I was Attorney-General, I gave a great deal of attention to the subject of land transfer, in the hope that I might be enabled to discover some method of simplifying and lessening the cost of the conveyance of land. The attempt on my part was not successful. After doing my best I was unable to suggest any plan of material benefit to the public.

The principal difficulties in the way require removal before you can simplify conveyance of land. We live in an old country with the effects of feudal tenure still pervading our land system. We have old habits, perhaps prejudices, shewing themselves in the complicated family settlements under which most large estates are held. With land of great value you must, in the first place, produce machinery which shall deal most accurately with metes and bounds. You have next to find the means of registering, with certain legal correctness, long, and oftentimes involved, deeds of settlement. And, thirdly, you must have your machinery of registration so accurate that no possible danger of fraud or error can exist.

If you can establish a perfect system dealing with those three necessities, the expense must be very great, and that expense must be borne by those who register. If you leave the registration to the voluntary action of the owners of land, few will bear the expense to which I have referred, for the benefit they would receive would be small. If their titles be good, registration does not help them; if doubtful or bad, the ordeal of registration would be most objectionable. For these reasons voluntary registration proved a failure under Lord Cairns' Act. On the other hand, if the registration be compulsory the burthen on everybody transferring land would be most serious, and in many instances absurdly great in relation to the value of the property transferred. A system working well in relation to large estates may be very inapplicable to house property or building plots in the neighbourhood of towns.

I know I lay myself open to the attack that these views are not those of a land law reformer, but the charge is unfounded. It is because I am an extreme land law reformer that I consider the Bill of the Government to be insufficient and unsatisfactory. Before I attempted registration I would attack the great evils of our real property system, evils which trouble not only the owners of land but destroy its true value and so affect the public. In my opinion all settlements on lives not in being or on successive holders ought to be swept away. With the exception of providing for a widow, a man who holds an estate should be its absolute owner, so that he may have every interest in doing the best he can for the land. If all settlements were thus done away with, conveyances would become simple and inexpensive, and the great difficulty in the way of registration removed. But until this is done no system of registration

advantageous to the public will, in my opinion, ever be produced, and the insufficiencies of the Chancellor's Bill strongly confirm me in this opinion.—I am, dear Mr. Watson, yours very faithfully,

HENRY JAMES.

#### CORRESPONDENCE.

##### THE CUSTOMS AND INLAND REVENUE ACT, 1889.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I venture to think that the changes introduced by this Act may be less than appear to be commonly supposed.

It has been assumed that under the Act equitable interests in land do not fall into the category of property which *must* be conveyed by deed, and consequently that the stamp duty in respect of sales of such interests must be paid on the contract and not on the conveyance.

But the Act, in dealing with transactions of sale and purchase, must, I apprehend, be read with reference to the law as applicable to such transactions. And it seems clear that as between vendor and purchaser of an equitable interest in land the law does require a conveyance by deed, and in proceedings for specific performance it is a matter of course to direct such a conveyance to be executed, and a vendor cannot enforce payment of his purchase-money without tendering such a conveyance to the purchaser, nor could the purchaser otherwise have the benefit of covenants for title.

Parties, no doubt, may waive their rights in this respect as they may in other cases, but this does not alter the law. In *Sands and Thompson* (22 Ch. D. 614) it appears that a mortgagor paid off the mortgage, but took no reconveyance, and acquired the legal estate under the Statute of Limitations. No one, however, would say that a legal mortgaged estate was not property which must be reconveyed by deed.

The above construction, too, appears to be supported by the language of the Act, which does not provide for delays arising from the state of the title, under which a contract for sale may be annulled after a period much exceeding twelve months.

CONVEYANCER.

#### THE LAND TRANSFER BILL.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The solicitors in districts not blessed with a local law society are not the only members of the profession who have not received any communication from the Incorporated Law Society.

There are hundreds of solicitors (managing clerks, &c.), some of whom (like myself) take out their annual certificates and are members of the Law Society, who have not been asked to, and in fact cannot, sign the form of letter that has been issued, because at the present moment they are not "electors."

It is more than probable that some of these will be entitled to a vote at the next general election, and most will be on any future occasion.

In these circumstances it seems to me that their signatures to a form of letter might have some little weight, at any rate as shewing the feeling of the junior members of the profession.

If you agree with me on the subject the publication of this letter may have some effect—if not too late.

W. A. T.

Temple, June 15.

#### ANNUITY BONDS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Will some of your readers kindly give their opinion (supported by cases if possible) on the following points?

An annuity of £100 a year is purchased for £1,000 and is secured by bond.

1. What penal sum should be stated in the bond?
2. Is the annuitant precluded from recovering arrears beyond the amount of the penalty?
3. In case of a second action being brought for arrears, would the right to recover to the amount of the penalty still subsist? Or,
4. Would the annuitant be entitled, on non-payment, to recover (besides the arrears) the value of the annuity having regard to the annuitant's age at the time of the action or breach?

June 19.

S.

\* \* \* The form of dissent referred to in the notice issued by the Paymaster of the Supreme Court (*ante*, p. 522) will be found in the schedule to the Redemption Act (Funds) Rules, 1889 (*ante*, p. 510), which supersede in this respect the Conversion Act (Funds) Rules, 1888, to which we referred last week.

## CASES OF THE WEEK.\*

## Court of Appeal.

*Re SALMON, PRIEST v. UPPLEBY*—No. 2, 19th June.

**TRUSTEE—BREACH OF TRUST—INVESTMENT OF TRUST FUND ON INSUFFICIENT MORTGAGE SECURITY—LIABILITY OF RETIRED TRUSTEE—SALE OF MORTGAGED PROPERTY BY EXISTING TRUSTEES WITH CONCURRENCE OF BENEFICIARY WITHOUT NOTICE TO RETIRED TRUSTEE.**

In this case the question was, whether a retired trustee, who had, while acting as trustee, invested money subject to the trust on an improper mortgage security, could be made liable for the loss which had resulted the mortgaged property having been sold after his retirement by the then trustees without notice to him, so that he had not the opportunity of replacing the whole sum advanced, and taking a transfer of the security to himself. The action was brought to compel the defendant Uppleby, a former trustee of a will, to make good a loss which was alleged to have resulted from an improper investment made by him of part of the trust funds. The plaintiff was the assignee of the share of one of the beneficiaries under the will. In 1881 the defendant Uppleby, who was then the sole surviving trustee of the will, invested £1,300, part of the trust money, upon a first mortgage of some freehold cottages at Hull, which had been valued by a valuer at £1,750. The will authorized the investment of the trust funds on the security of a mortgage of freehold houses. The cottages were at the time unlet, and were not completely finished, and they were intended for letting to weekly tenants. The cottages were afterwards let, but their value became depreciated by reason of an expected development of some docks, near which they were situated, not being carried out. In 1884 the defendant Uppleby retired from the trust and appointed new trustees, to whom he made over the trust property, including the mortgage of the cottages. In 1887, the interest on the mortgage not being paid, the new trustees, in exercise of a power of sale contained in the mortgage, sold the property, which realized only a little more than £800. This action was brought on the grounds that the defendant Uppleby had not acted prudently as a trustee ought to act in making the investment, and that a sufficient margin of value beyond the amount advanced was not left. The new trustees were also defendants, and the defendant Uppleby served with a third party notice some of the beneficiaries against whom he alleged that he had a right of indemnity. Kekewich, J., on the assumption that the investment was an improper one, which he did not decide, dismissed the action, on the ground that the plaintiff was a party to the sale of the property in 1887, and that, the sale having been made without any notice to Uppleby, he was deprived of the right, which he would otherwise have had, of taking the mortgaged property on making good to the trust fund the whole amount lent on the security. As, in consequence of the sale, the defendant Uppleby could not now have this option, his lordship held that the plaintiff was debarred from any remedy against him.

THE COURT (COTTON, BOWEN, and FRY, L.J.J.) reversed the decision. COTTON, L.J.J., said that the first question was whether the investment complained of was an improper one on the part of the trustee. It was an investment on the security of property of a description which was authorized by the terms of the trust—an investment which the trustee could justify, if he had made it with ordinary prudence. It was not like the case of an investment on security of a kind not within the terms of the trust. As to the duty of trustees with regard to the investment of trust money, his lordship referred to the following passage in the judgment of Lord Watson in *Learyd v. Whitley* (12 App. Cas. 733):—"As a general rule the law requires of a trustee no higher degree of diligence in the execution of his office than a man of ordinary prudence would exercise in the management of his own private affairs. Yet he is not allowed the same discretion in investing the moneys of the trust as if he were a person *sui juris* dealing with his own estate. Business men of ordinary prudence may, and frequently do, select investments which are more or less of a speculative character, but it is the duty of a trustee to confine himself to the class of investments which are permitted by the trust, and likewise to avoid all investments of that class which are attended with hazard. So long as he acts in the honest observance of these limitations, the general rule already stated will apply. The courts of equity in England have indicated and given effect to certain general principles for the guidance of trustees in lending money upon the security of real estate. Thus it has been laid down that in the case of ordinary agricultural land the margin ought not to be less than one-third of its value; whereas in cases where the subject of the security derives its value from the buildings erected upon the land or its use for trade purposes, the margin ought not to be less than one-half. I do not think these have been laid down as hard and fast limits up to which trustees will be invariably safe, and beyond which they can never be in safety to lend, but as indicating the lowest margins which, in ordinary circumstances, a careful investor of trust funds ought to accept." The rules of the court as to the margin of value which ought to be allowed when trust money was invested on mortgage were there recognized. In the present case the property derived its value from the buildings on it. It was a small cottage property. His lordship did not think that the valuation of the person by whom it was made had been successfully attacked. The amount advanced was more than two-thirds of the valuation, and considerably more than half. The cottages were intended for occupation by tenants at weekly rents, who, it was expected, would be attracted by the development of some docks in the neighbourhood. This expectation was not

realized. In his lordship's opinion it was not a prudent act on the part of a trustee to advance trust money on such property under such circumstances. No reasonably prudent man would have invested his own money in that way, and a trustee could not do so without making himself liable for the resulting loss. Then came the second question, upon which it was admitted that no authority was to be found. It was said that the plaintiff, having been party to the sale of the property, could not call on the late trustee to make good the loss, because he had not given him notice of the sale, and so the defendant had not the opportunity of taking the property himself. It was said that the property did not form part of the trust property. In his lordship's opinion that was a fallacy. The property was part of the trust property, but the trustee did not take proper care in making the investment. The late trustee handed over the property as part of the trust property to the new trustees to be held by them upon the trusts of the will, and, unless that act exonerated him, his lordship did not see how he could escape the consequences of having made the improper investment. It was not like the case of an investment upon property which was *ex facie* not within the terms of the trust. The *cestui que trust* could not dissent from the investment until it had been ascertained that the trustee had not acted with reasonable prudence in making the investment, and that could not be ascertained until the investigation in this action had taken place. The realization of the property by the new trustees was merely a carrying out by them of the authority given by the late trustee to them when he handed over the property to them. The remedy of the *cestui que trust* against him for the loss remained when it was discovered that he had not acted with reasonable prudence in making the investment. He handed over the property to the new trustees as part of the trust property, with authority to sell it when it should be necessary to realize the security. The argument that it was the duty of the *cestui que trust* to elect whether he would accept or reject the investment failed, because the property was in its nature within the terms of the trust as an investment. *Thornton v. Stokill* (1 Jur. N. S. 751) was entirely distinguishable, for there an investment had been made of trust money in a manner which was clearly not in accordance with the trust. In his lordship's opinion, if there had been a breach of trust in making the investment, the late trustee was liable for any deficiency which had arisen from it, notwithstanding that no notice of the intended sale was given to him either by the present trustees or by the plaintiff. Moreover, upon the evidence, his lordship was of opinion that the plaintiff had nothing to do with directing the sale, so that, independently of the question of law, the plaintiff was not open to the objection which had been taken to him. FRY, L.J.J., said that, though the rules which had been laid down as to the margin of value in the case of investments of trust funds on mortgages were not hard and fast rules, a trustee who neglected to observe them took upon himself a great risk. His lordship agreed that in the present case the trustees did not act as a prudent man would have acted. Had then, the plaintiff in any way lost his *prima facie* right to have the trust fund made good? In his lordship's opinion it had not been shewn that the plaintiff was a party to the sale. But it was argued that, even if the plaintiff was not precluded by his own act from claiming the relief which he sought, yet the conduct of the new trustees had exonerated the old trustee from liability. It was suggested that the return of the mortgaged property to the trustee who had made the improper investment was a condition *sine qua non* to the granting of relief to the plaintiff. No case had been cited in support of this proposition, and, in his lordship's opinion, it could not be maintained. The liability of the trustee who had made such an investment was to make good the loss which had resulted from it. The particular mode in which he would be ordered to do this would depend upon the circumstances of the particular case. No general rule could be laid down. In some cases it might be the most convenient course to order the trustee to pay the whole sum which he had advanced, the security being transferred to him; in other cases it might be more convenient to realize the security and to order the trustee to make good the deficiency. It could not be said that by the mere exercise of the power of sale the new trustees had precluded the *cestui que trust* from any remedy against the old trustee. BOWEN, L.J., did not differ from the law as laid down by his colleagues, though he was of opinion that upon the facts the point of law did not arise at all. He could see no evidence that the plaintiff had directed the sale of the property, and he could not conceive that any act of the new trustees could prejudice the plaintiff's right to relief.—COUNSEL, S. Hall, Q.C., and P. S. Stokes; Warrington, Q.C., and J. G. Wood; Sturges. SOLICITORS, H. Hocombe; Hicks & Son; Yorks H. Bird.

## High Court—Chancery Division.

*CHURCHER v. MARTIN*—Kekewich, J., 23rd May and 1st June.

**CHARITABLE TRUST—REAL ESTATE—MORTMAIN ACT—DEED VOID OR VOIDABLE—RESULTING TRUST—STATUTE OF LIMITATIONS.**

In this case the plaintiffs claimed by descent certain real estate and personally savoring of realty which had been granted by a deed of the 22nd of January, 1868, to trustees upon trust for charity. The deed was never enrolled under the Mortmain Act (9 Geo. 2, c. 36), and the grantor died within a year after its execution. The original trustees and their successors, the defendants, had acted up to the bringing of this action in performance of the trusts declared by the deed, and had been in undisturbed possession of the property. On behalf of the plaintiffs it was contended that, although the trusts of the deed were void under the Mortmain Act, the legal estate passed to the trustees, that there was a resulting trust in favour of the grantor and his successors in title, and that the defendants were trustees for them and could not set up the

\* These cases are specially reported for the SOLICITORS' JOURNAL by barristers appointed in the different courts.

Statute of Limitations to bar a claim made by their own *cestuis que trustent*. The defendants submitted that the deed was void for all purposes, and that as they had been in undisturbed possession for upwards of twelve years, the plaintiffs' claim was barred by the statute.

KEKEWICH, J., held that, not only the charitable trust, but also the legal estate created by the deed of the 22nd of January, 1868, was rendered void by the Mortmain Act, and that no interest passed by that deed either in law or equity. The possession of the trustees could not be considered to be the possession of the grantor and his successors, in whose favour a resulting trust was contended for, for the trustees went into possession upon the faith of a deed which was intended to defeat the grantor and his successors. The defendants had, therefore, acquired a good title to the property by prescription, and the action must be dismissed.—COUNSEL, *Neville, Q.C.*, and *A. Young; Warrington, Q.C.*, and *Freeman; Ingle Joyce*. SOLICITORS, *Harry Ewer*, for *Dornithorne, Fareham; Sole, Turner, & Co.*, for *Blake, Reed, & Lapthorn, Portsea*; *Hare & Co.*

WILLIAMS v. HUDSON—Kekewich, J., 18th June.

MARRIED WOMAN—SEPARATE ESTATE—PURCHASE OF LAND BY HUSBAND WITH WIFE'S MONEY—STATUTE OF FRAUDS.

In this case the plaintiff, who had been the wife of Herbert Hudson, since deceased, claimed certain of his real property, alleging that it had been purchased with money belonging to her for her separate use. No documentary evidence was put forward in support of the plaintiff's claim, and evidence tendered of a verbal admission by H. Hudson as to the purchase of the property with his wife's money was rejected. The defendant was H. Hudson's heir-at-law.

KEKEWICH, J., in dismissing the case, said:—My view is that if a married woman, with money belonging to her as her separate property, allows her husband to take it and invest it in the purchase of real estate without having any conveyance or declaration of trust executed in her favour, she cannot afterwards claim that real estate. The Statute of Frauds is a complete defence to her claim. There is no suggestion of fraud in this case, neither is it alleged that the plaintiff placed the money in her husband's hands for investment on her own behalf. The land, therefore, must go to her husband's heir-at-law.—COUNSEL, *Leslie; Farwell*. SOLICITORS, *Busk & Co.*, for *Crooke, Birmingham*; *Goldberg & Langdon*, for *A. J. O'Connor, Birmingham*.

### Bankruptcy Cases.

*Ex parte HARKER, Re TATUM*—Q. B. Div., 7th June.

BANKRUPTCY—DEFAULTING TRUSTEE—ORDER TO COMMIT—PAYMENT BY SURETY—APPLICATION TO RESCIND ORDER OF COMMITTAL—BANKRUPTCY ACT, 1883, s. 102, sub-section (5).

This case raised an important question with regard to the right of a trustee in bankruptcy, against whom an order for committal has been made for neglecting to pay into the Bankruptcy Estates Account moneys which have come into his hands in respect of the estate, to have such order rescinded in cases where the money is subsequently paid. On the 3rd of April, 1889, an application to commit was made by the Board of Trade against Harker, who had acted as trustee of the estate of the bankrupt, for non-payment of the sum of £217 found to be due from him, and an order for committal was then made by Cave, J., but such order was not to be drawn up for week, and was not to go out at all if within that time the trustee paid the money, together with the costs of the motion. The trustee failed to comply with the conditions of this order, and on the 17th of April a warrant was issued against him; but on the 4th of May the Board of Trade applied to a guarantee society, who were in the position of surety for the trustee, and received payment of the £217 from it. The warrant had not been executed, but was still in force, and the trustee now applied that the order which had been made for his committal might be rescinded. The Board of Trade opposed the application, and contended that, if it were acceded to, it would create a dangerous precedent, since every trustee in bankruptcy was obliged to give a bond of a like nature, and, if a trustee who made default could rely that the Board of Trade would apply to the surety for payment, and upon that he would be free from any risk of punishment, it would introduce a laxity into the administration of the Act. There had been no attempt by the debtor to comply with the terms of the order by which he was ordered to pay the money personally.

Cave, J., discharged the order of the 3rd of April in so far as it directed a committal of the trustee. His lordship said that the Board of Trade had contended that, although the money had been paid by the guarantee society, the trustee had not purged his contempt. But the word in section 102, sub-section (5), of the Bankruptcy Act, 1883, under which the court acted in making the order, was not "contempt" but "default," and if the money had been paid there was no longer any default. The power was given in order to compel payment.—COUNSEL, *F. C. Willis; Muir Mackenzie*. SOLICITORS, *N. Bennett*; *The Solicitor to the Board of Trade*.

### Solicitors' Cases.

*Re A SOLICITOR*—Q. B. Div., 6th June.

This was an application on behalf of the Incorporated Law Society to have a solicitor struck off the rolls. The short facts of the case were as follows. The solicitor in question had been engaged to act for the plaintiff

in an action for malicious prosecution, which resulted in a verdict and judgment for the plaintiff. For the purpose of taxation of costs the solicitor swore an affidavit of increase, stating that he had paid £17 1s. to one witness whose evidence was material and necessary for the trial. This witness was not called at the trial, and the money said to have been paid to him was disallowed. The matter having come before the Law Society the solicitor made an affidavit in explanation, in which he stated that two or three days after the trial he saw the witness and requested him to call and settle as to the amount due for his expenses attending the trial, as the amount had to be embodied in an affidavit before any of the costs could be taxed; that the witness accordingly called upon him, and being asked what his expenses were, he said, "Say three guineas a day for five days, one guinea for Sunday, and 1s. for railway fare;" that he made out a cheque for £17 1s., being the amount claimed by the witness, less 10s. paid him with his subpoena, and took a receipt for the sum; that he then told the witness that he would have to return him (the solicitor) such an amount as the registrar disallowed, and the witness had better leave the cheque with him until the costs were taxed; that the witness agreed to this, but said he wanted some money there and then; that he gave him £2, keeping the cheque, and giving an undertaking that as soon as the costs were taxed he should be paid the balance with his allowance; that the reason why he asked the witness to leave the cheque was that, the witness being a man of somewhat impetuous circumstances, there might be a difficulty in recovering from him any difference overpaid. The solicitor further urged that he had acted innocently in the matter, under mistake, and that he had only been three years in practice. A number of testimonies were handed in testifying to the honourable and straightforward character of the solicitor. The court, after having heard the case fully argued, had taken time to consider their judgment.

POLLOCK, B., in giving judgment, said that the application was one that was eminently necessary, and one that had been fully argued. The matter was of great importance, both as regards the profession and the solicitor himself. The real complaint was that the solicitor swore an affidavit of increase absolutely untrue. It was a duty cast upon a solicitor that the accounts should be faithful in substance as well as in mere words. No doubt the solicitor had not intended to embezzle or put money in his pocket; but it was a slovenly way of doing business. Clients would be injured and the whole practice of the court would be disturbed. His lordship said that he had considered the case with great care, and had come to the conclusion, seeing that the solicitor had had no lengthened practice, and that he obtained no money benefit nor intended so to do, and that he had an upright character, that justice would be satisfied by the court's saying that the solicitor was reprimanded for the course he took. The inquiry by the Incorporated Law Society was most properly taken, and the costs must be paid by the solicitor.

FIELD, J., in concurring, said that he entertained a serious view of the case. Every person who made an *ex parte* statement to a court, much more a statement upon oath, should tell nothing but the whole truth. How much more was it the duty of an officer of the court to do so. The reason which induced him to concur was that, so far as the facts went, he could not find that it was done for the purpose of robbing the witness and putting money in his own pocket. The practice of handing up testimonies as to the character of a solicitor must be watched with great care.—COUNSEL, *Finlay, Q.C.*, and *Clifton; Hollams*.—Times.

### LAW SOCIETIES.

#### INCORPORATED LAW SOCIETY.

Attendance of Members of the Council from 16th April, 1888, to 13th April, 1889.

|                    | Council. | Committee. |                       | Council. | Committee. |
|--------------------|----------|------------|-----------------------|----------|------------|
| Mr. Addison .....  | 34       | 33         | Mr. Mills .....       | 35       | 58         |
| " Bristow .....    | 20       | 22         | " Morrell .....       | 13       | 7          |
| " Broomhead .....  | —        | —          | " Sir R. Nicholson .. | 1        | —          |
| " Budd .....       | 8        | 13         | " Thomas Paine ..     | 34       | 32         |
| " Clabon .....     | 25       | —          | " Hy. W. Parker ..    | 37       | 54         |
| " Cooper .....     | 6        | 3          | Mr. Pemberton .....   | 32       | 10         |
| " Cunliffe .....   | 26       | 22         | " Pennington .....    | 35       | 143        |
| " Dees .....       | 4        | 1          | " Roscoe .....        | 36       | 82         |
| " Follett .....    | 10       | —          | " Saunders .....      | 12       | 8          |
| " Frere .....      | 35       | 8          | " Walters .....       | 33       | 30         |
| " Freshfield ..... | 7        | 5          | " Waterhouse .....    | 26       | 62         |
| " Fry, M.P. ....   | —        | —          | " Williams .....      | 37       | 43         |
| " Godden .....     | 32       | 46         | " Wing .....          | 11       | 9          |
| " Gregory .....    | 26       | 30         | " Bright .....        | —        | —          |
| " Hollams .....    | 25       | 4          | " Clayton .....       | —        | —          |
| " Howlett .....    | 19       | 9          | " Davis .....         | 1        | —          |
| " Hunter .....     | 23       | 49         | " Daw .....           | 3        | 1          |
| " Hussey .....     | 20       | 6          | " Ellett .....        | 25       | 10         |
| " Janson .....     | 23       | 4          | " Ellis .....         | 11       | 2          |
| " Jevons .....     | 3        | —          | " Heelis .....        | 5        | 1          |
| " Keen .....       | 35       | 70         | " How .....           | —        | —          |
| " Lake .....       | 39       | 138        | " Martineau .....     | 8        | 1          |
| " Lawrence .....   | 13       | 4          | " Woodhouse .....     | 5        | 3          |
| " Manisty .....    | 13       | 17         | " Hampson .....       | 2        | 1          |
| " Margetts .....   | 15       | 3          | " Mathews .....       | 1        | —          |
| " Markby .....     | 28       | 61         | " Peel .....          | 5        | —          |
| " Marshall .....   | 5        | —          |                       |          |            |

\* Retired in October.

## LAW ASSOCIATION.

At an extraordinary general court held at the hall of the Incorporated Law Society on Thursday, the 20th inst.—the following being present, via., Mr. John Boodle (chairman), Messrs. Bolton, Brandon, Clabon, Corsford, Desborough, Finch, Lucas, Nisbet, Sidney Smith, Toovey, Walmley, and Arthur Carpenter (secretary)—Sir Richard E. Webster, Q.C., M.P., Attorney-General, was elected president of the association. And it was resolved that a dinner of this association should take place in November next.

## LAW STUDENTS' JOURNAL.

## THE JUNE FINAL EXAMINATION.

After perusing the conveyancing paper, most of the candidates who were fairly read would pronounce it an easy one. The questions from the Conveyancing Act, Settled Land Act, and Trustee Act, 1888, disclose no particular difficulty, and such tests as "Distinguish between ad沃mons and rights of next presentation," "What period of adverse possession will confer a good title to real estate," &c., are not beyond a man of average ability. Question 6 required a sketch of a marriage settlement of personal property, and questions 9 and 12 were of a practical character. We are glad to notice question 10, as the rules of descent have been seldom touched upon lately at either the Bar or Solicitors' Examinations. Question 8, "From what date does a will speak, and what property passes under a general devise and bequest?" opens up a large field, though we have no doubt that "from the death" would be the favourite answer to the first half. We hope in our next issue to print a few of the papers, with references to text-books containing appropriate answers.

## COUNCIL OF LEGAL EDUCATION.

As the result of the general examination of students of the Inns of Court, held at Lincoln's-inn Hall on May 30 and 31, and on June 3, 4, 5, and 6, the Council of Legal Education have awarded to William Henry Cromic, Gray's-inn, and Emile Henry Monnier, Middle Temple, studentships in jurisprudence and Roman law of 100 guineas, to continue for a period of two years; and to John Anderson, Gray's-inn, and William Jethro Brown, Inner Temple, studentships in jurisprudence and Roman Law of 100 guineas for one year. The council awarded to William Harrison Moore, Middle Temple, the Barstow Law Scholarship. The council also awarded to the following students certificates that they have satisfactorily passed a public examination:—John William Azlewood, Inner Temple; Anthony Coulton Allinson, Middle Temple; Eustace Alfred Reynolds Ball, Inner Temple; Richard Whieldon Barnett, Middle Temple; William James Barry, Inner Temple; Archibald Walden Blair, Middle Temple; Alexander Wynter Blyth, Lincoln's-inn; Ivor Bowen, Gray's-inn; James Emile Bridges, Middle Temple; Edward Austen Browne, Middle Temple; John Gulson Burgess, Middle Temple; Jasper Farmer Cargill, Inner Temple; William Carr, Middle Temple; Evelyn Cecil, Inner Temple; Pin Kue Chang, Middle Temple; John Nicholas Chaster, Middle Temple; Ramchandra Shrinivas Chitgupi, Lincoln's-inn; William Miller Christy, Inner Temple; Geoffrey Clemens Cobb, Inner Temple; Arthur Llewelyn Davies, Inner Temple; Chhotubhai Khandubhai Desai, Middle Temple; Charles Gilbert Dewar, Inner Temple; Andrew William Donald, Lincoln's-inn; John Barton Doré, Middle Temple; Sholto James Douglas, Inner Temple; Albert Curtis Dulcken, Middle Temple; Wentworth Hugh Alexander Ewing, Lincoln's-inn; George Varden Fittock, Gray's-inn; William Temple Franks, Inner Temple; Felix Emile André Angé Galdebar, Middle Temple; Robert Woodburn Gillan, Middle Temple; John Hall Greaves, Lincoln's-inn; Henry Higgs, Middle Temple; Arthur Charles William Jenner, Lincoln's-inn; William Ambrose Jones, Middle Temple; Cecil Marcus Knatchbull-Hugessen, Lincoln's-inn; Barnard James Lailey, Middle Temple; Cools Theodore Lartigue, Gray's-inn; William Ray Lenanton, Middle Temple; Khaw Joo Ley, Middle Temple; Norman Cranstoun Macleod, Inner Temple; Hender-son M'Master, Lincoln's-inn; Charles Edward Mallett, Middle Temple; Thomas Edward Mansfield, Gray's-inn; Theobald Mathew, Lincoln's-inn; Spyridon Alexander Mavrojani, Inner Temple; Pranjivan Jagjivan Mehta, Middle Temple; Iyotisachandra Mittra, Middle Temple; William Harrison Moore, Middle Temple; Henry Osborne, Inner Temple; Anthony Joseph Paulle, Middle Temple; Frederick Peacock, Inner Temple; Mark Beauchamp Peacock, Lincoln's-inn; Dighton Nicholas Pollock, Lincoln's-inn; Frank Ashby Pritt, Inner Temple; Edwin Lane Raggatt, Inner Temple; Arthur Lincoln Reed, Middle Temple; William Rennie, Lincoln's-inn; Edgar Macdonald Robertson, Gray's-inn; Edward Short, Middle Temple; Charles Richard Sillem, Middle Temple; George Charles Smith, Middle Temple; Henry Allan Holdern Steward, Lincoln's-inn; William Stewart, Inner Temple; Harry Thompson Arnall Thompson, Inner Temple; Charles Meymott Tidy, Lincoln's-inn; Rhys Williams, Inner Temple; and Henry James Theodore Wood, Inner Temple.

The following students passed a satisfactory examination in Roman law:—Olusomoka Rotimi Aladé, Inner Temple; Walter Ashburner, Lincoln's-inn; Clement Meacher Bailhache, Middle Temple; William Lawrence Leonard Bell, Inner Temple; Ernest Edward Holcombe Birch, Lincoln's-inn; Spencer Harcourt Butler, Lincoln's-inn; Reginald Houlton Calvert, Middle Temple; Martin Joseph Camacho, Middle Temple; the Hon. Arthur Algernon Capell, Inner Temple; Fatch Chand, Middle Temple; Norman Sinclair Coghill, Inner Temple; the Hon. George Charles Colville, Lincoln's-inn; Paul Connelly, Inner Temple;

George Barnard Millbank Coore, Middle Temple; Oscar Knocker Dibb, Inner Temple; Lawrence Duckworth, Middle Temple; the Hon. Hubert Valentine Duncombe, Inner Temple; Morgan Owen Evans, Lincoln's-inn; William Herbert Evans, Middle Temple; Edmund M'Gilldowry Hope Fulton, Inner Temple; William John Gordon, Gray's-inn; Henry Arthur Hannen, Middle Temple; Griffith Jones, Middle Temple; Pestanji Kotval, Inner Temple; Philip Le Maistre, Middle Temple; John Westley Manning, Lincoln's-inn; Peter Horace Martyr, Middle Temple; Shianax Rustomji Master, Middle Temple; John Brunhead Matthews, Inner Temple; Herbert Frederick Mayes, Inner Temple; James Henry Monk, Inner Temple; Arthur Moore, Inner Temple; Robert Morris, Middle Temple; William Muir, Gray's-inn; Pestanji Jamasji Padshah, Middle Temple; George Francis Pires, Middle Temple; Arthur Hungerford Pollen, Lincoln's-inn; Ganpat Rai, Gray's-inn; Louis George Gustave Rochery, Middle Temple; Arthur Rutherford, Middle Temple; Gabriel Hughson Savage, Middle Temple; Percy Mackenzie Skinner, Middle Temple; Alberto Villegas, Middle Temple; and Austin Guy Wrigley, Inner Temple.

## THE REPORT OF THE ROYAL COMMISSION ON MARKET RIGHTS AND TOLLS.

The following is a portion of the report to which we referred last week:—

Markets and fairs are probably quite distinct in their origin, although the legal considerations governing them have come to be so far analogous that they are frequently classed together. Lord Coke in the Second Part of his Institutes, p. 221, commenting on cap. xxxi. of the Statute of Westminster the First, by which it was provided that for taking outrageous toll the king should seize the franchise of the *mart* (*le franchis del marche*), says that the word "*marcæ*" "doth here include as well a faire as a market, for *forum*, whence faire is derived, signifieth both, and a *mart* is a great fair holden every year, derived a *marcæ*, because merchandises and wares are thither abundantly brought, and *mercatus* is derived a *mercando*;" and commenting on cap. xxiv. of Westminster the Second, he says that fairs are included in the enactment there made "*de mercato*," "for every fair is a market, but every market is not a fair." It is commonly said that fairs are larger than markets, and are held only on a few stated days in the year; whereas markets are held once a week, or oftener.

The word fair appears to be properly used to include what Coke speaks of as a *mart*. It signifies a gathering at the time of one of the annual feasts, and seems to derive its name not from "*forum*," but from "*feria*," which is the proper ecclesiastical term for a saint's day. The feasts or wakes of the patron saints of the villages or districts may, in some cases, represent a continuation of pagan festivals allowed to survive from motives of public policy. In this connection, we may refer to the celebrated letter of Gregory the Great to Mellitus in A.D. 601, in which he directs that "some solemnity" must be provided for the English people in exchange for their former celebrations, "that they may build themselves booths from the boughs of trees about those churches which have been turned to that use from temples."

There are early records which shew that the gatherings at such festivals were used not only for religious purposes, but also for pleasure and business; and were, from the beginning, specially utilized for purposes of trade and commerce. Thus it appears from the Boldon Book—a survey of the Palatinate of Durham, taken in the year 1183—that the rustic tenants of the township of Boldon and of Aucklandsire were bound to make lodges or booths at the fairs of S. Cuthbert.

The concourse of persons from a distance on these occasions appears to have been facilitated from very early times by provisions for proclaiming a special "truce," which were directly perpetuated in the so-called "peace of the fair," or the "*Tregis regis*," such as that referred to in the Domesday account of Dover.

The word *nundinas*, which is commonly used as an equivalent for "fair," did not originally signify an annual gathering of the kind described. It rather represented what we know as a weekly market, though in later times it was used to describe any periodical trading assembly. In connection with this word we find the earliest suggestions of the prerogative right of creating such centres of traffic, according to the maxim, "*Jus nundinarum a senatu aut a principe impetrandum est.*"

In connection with the observations that fairs were connected with the resort of people to the feast of dedication, and that therefore in most places the fairs, by old custom, are on the same day as the wake or festival of that saint, we may remark that fairs were held in the churchyard of the church which was dedicated to the saint till they were restrained in the time of Edward I. A distinction between the wake or dedication feast and the fair strictly so-called appears in a litigation of the reign of King John, where the Abbot of Abingdon was summoned to shew his right to hold a fair at Sallingford. The abbot pleaded that he held no fair, but said that there was held there a certain gathering which was called a "wake (*vigilia*)," which was there from the time of the conquest of England, and whereof the Abbey of Abingdon was seized from time immemorial without claiming to take toll or any other custom; but that, nevertheless, there was always buying and selling there. The Abbot of Beaulieu also appeared, and pleaded that he had at that wake a certain custom by royal grant to take a toll of all salt brought to the wake. A copy and translation of the pleadings will be found in the extracts from the *Abbreviatio Placitorum* in the Appendix. The distinction appears to have turned on the idea that the absence of toll would prevent the assembly from being a legal fair, which view, however, appears to be certainly incorrect, having regard to the later authorities. It appears, indeed, by a reference to Sallingford on the *Hundred Rolls* of the

beginning of the reign of Edward I., that the wake in question was then recognized as a free fair in the hands of the king, where he took no toll, but received certain profits, such as amercements and the like. The relation between a wake and a fair was also discussed in proceedings on Quo Warranto as to the manors of the Prior of Bolton, in Yorkshire, an extract from which is also included in the Appendix.

It appears, in fact, to be impossible to disperse the idea of the fair from the gathering on the day of a festival in early English history, and we may fairly suppose that the gatherings in their original form were held in heathen times on those great occasions when the national sacrifices were offered and the public assemblies were held. Though little is known of the divisions of the ancient calendar, there appear to have been gatherings for these purposes at the solstices and at the end of the harvest. The year began with the Yule feast, and a great festival was held in September, when thanks were given for the harvest, and offerings made to secure a prosperous winter. Another great anniversary was occupied by the November sacrifices; and we know that among the continental Germans all these great anniversaries coincided with popular assemblies and assizes. This conclusion is borne out by what we can learn about the ancient Irish fairs. These, according to O'Curry, "were not, like their modern representatives, mere markets, but were assemblies of the people to celebrate funeral games and other religious rites during pagan times, to hold parliaments, promulgate laws, listen to the recitation of tales and poems, engage in or witness contests in feats of arms, horse-racing, and other popular games. They were analogous in many ways to the Olympian and other celebrated games of ancient Greece." He quotes a minute description of one of the most famous of these gatherings, called the fair of Carman, held where Wexford now stands, from the Book of Leinster (dating from about 1150 A.D.) and the Book of Ballymote; and the following extracts will sufficiently illustrate the nature of such ancient assemblies.

After describing the death of Garman, and his begging them to institute a "fair of mourning" for him, the Book of Ballymote proceeds as follows:—"The people of Leinster celebrated this fair by their tribes and by their families down to the time of Cathair Mor. . . . There were seven races there, and a week for considering the laws and the rights of the province for three years. It was on the last day that the Leinstermen of Gabhra South held their fair, which was called the 'steed-contest of the Oscoirians.' The Forud of their king was on the right of the King of Carman; the Forud of the King of O'Fálge on his left; and their women were seated in the same manner." In another part of the description the following lines occur:—"Seven mounds without touching each other: Where the dead have often been lamented: Seven plagues sacred without a house: For the funeral games of Carman: Three markets in that auspicious country: A market of food, a market of live-stock: And the great market of the foreign Greeks: Where gold and noble cloths were wont to be."

O'Curry also points out that these fairs were regulated by strict bye-laws, a breach of which was punishable by death. No one who attended them could be arrested on account of any previous transactions; nor could the property of anyone be distrained going to, at, or returning from fair. Women, he says, were especially protected, and an enclosure was set apart for their exclusive use, which was called a "cot or cotha."

Besides this Wexford fair, there were other provincial assemblies of the same kind at Taitte, in Meath; at Crúachan, the burial place of the kings of Connaught; at Nenagh, in Tipperary; at Aenach-of-the-burgh, on the Boyne; and at the burial places of the kings of Leinster and Munster.

The reference to the protection of traders on their way to, at, and from a fair may be compared with similar provisions in other countries. In Germany one of the earliest fair charters granted by the emperors extended to them the protection of "the Ban, that all going thither and returning may have peace." In like manner we find the prohibition of distraint for previous debts perpetrated both in the Scottish laws and in the charters of the English fairs.

There is very little reference to fairs either in the collections of laws or other authorities relating to the period of English history preceding the Norman Conquest, although there is no reason to doubt that such annual gatherings took place in many parts of England throughout the whole period between the establishment of the Teutonic kingdoms in England and the imposition of the Norman constitution. Cases will be found in the Appendix where a claimant, summoned to prove his title to a market and fair, pleaded for the former a charter of Edward the Confessor, and for the latter a grant of Henry III. only. It should also be observed that there are only two notices of fairs in Domesday Book, viz., the mention of the third part of a fair at "Aspella," in Suffolk, and of the "forum annuale" seized by the Earl of Moretaine at "Matale," in Cornwall; and that, even in these instances, there is no estimate of annual value, as is usual where markets are described.

These circumstances lead us to infer that such fairs as existed before the Norman Conquest were of little pecuniary value. This is not inconsistent with the idea that they may have been institutions of considerable importance with respect to their influence on the course of trade and the development of mercantile law. As has been already suggested, they seem to have contributed to secure the peace of the roads, and to have established times of local "truce." They had their own law courts, of which more than one example will be found fully described in the extracts included in the Appendix; and the fact that these courts acted with the aid and for the benefit of "merchants from all parts," must have tended to consolidate the mercantile law. There are some indications that the law of market overt may have grown out of the practices of the merchants at the fairs. Although nothing directly bearing on this point is found in our insular codes, there is a statement as to the German fairs in the ninth century, which shews that the usage was well known on the continent. This statement is found in the works of Notker, one of the St. Gall

writers, living about 850 A.D., who says that "merchants contend that the purchase which is made at an annual fair should be valid, whether it be just or unjust, because it is their custom."

There can, however, be no doubt that, after the Norman Conquest, the fair was treated as a valuable franchise derived from the prerogative of the Crown, and yielding a revenue in tolls and other profits to the king or the grantee of the franchise. The fair, in fact, seems to have been reconstituted on the continental model, the nature of which appears from the numerous grants of annual fairs to religious houses in France from the ninth century onwards. An example of the number and variety of the tolls exacted at a fair in the Norman period will be found in the charter of St. Giles's fair at Winchester, of which a translation is printed in the Appendix; and the same charter will be found to illustrate in a remarkable way the continual growth of a great fair, for, although the original grant by William Rufus was for three days only, five days more were added by Henry I., six by Stephen, and again two more by Henry II., so that the period of the monopoly ultimately extended to sixteen days in all, without reckoning a further period of eight days granted by Edward II., which the abbots had not found it expedient to use.

With the development of foreign trade under the Plantagenet kings, the system of annual fairs undoubtedly attained a great importance. The advantage of the fair was of a double character. It supplied, as Professor Rogers says, "a market in which goods which could not be found in the ordinary town market would be procurable, and in which there would be a wider market for ordinary goods." The value of the franchise was as great to the town traders as to the foreign merchants and chapmen. This may be illustrated by an instance taken from the Hundred Rolls for the County of Lincoln, a reference to which will be found in the Appendix. The men of Lincoln presented that the lord of the fair of St. Botolph had attacked the citizens and oppressed them by exacting toll, although they were free from time immemorial of all customs and demands at that fair, upon which the citizens had withdrawn themselves from the fair until they should be able to obtain a remedy from the king. They proceeded to say that, in the meantime, the then Mayor of Lincoln, with his brother and certain friends, guaranteed to the owner of the fair without the authority of the citizens a rent of £10 yearly; and they added the further statement that the mayor's brother at that time said, before the commonalty of Lincoln, that he would give £10 out of his own pocket "before he would lose his fair of St. Botolph."

The importance which was once attached to fairs has long since passed away, though there was a time when they formed a convenience with which no part of the country could dispense. When the growth of trade progressed faster than the improvement of the means of communication, the value of fixed centres of periodical exchange was great; but, as the means of communication improved, the great marts of Plantagenet, Stuart, and Tudor times have, as Professor Rogers says, "degenerated into scenes of coarse amusement, and, after having been granted and protected as the highest and most necessary franchises, have been tolerated for the sake of their traditions, and are now being generally suppressed as nuisances."

The fair then appears to have been originally an institution derived from ancient tribal and national usages expanding in later times with the growth of the royal prerogative and the increasing necessities of commerce. The market, on the other hand, bears obvious signs of having been modelled on the rules of the civil law. There are but scanty notices of the "jus nudinum" in the Pandects, but it appears that before the close of the Republic the Senate claimed and exercised a jurisdiction to grant or refuse market-rights and a passage in Pliny's letters (Epist. v. 4) shows that neighbouring Municipia were entitled to be heard by counsel against the application of the landowner in a way which closely resembles our later system of inquisitions "ad quod damnum."

## LEGAL NEWS.

### OBITUARY.

Mr. JOHN ROBERT WILLIAMS, solicitor, of Birkenhead, died on the 27th ult. Mr. Williams was the eldest son of the Rev. Thomas Norris Williams, vicar of Aber, Carnarvonshire, and was born in 1842. He served his articles with Messrs. Potts & Roberts, of Chester. He was admitted a solicitor in 1864, and he shortly afterwards became a member of the firm of Barlow, Bowring, & Williams, of Essex-street, Strand. He removed to Birkenhead in 1877, on being appointed by Judge Foulkes, to the office of registrar of the Birkenhead County Court (Circuit No. 7). He held that office until his death, and he was also district registrar under the Judicature Acts. Mr. Williams was a perpetual commissioner for Cheshire, and a commissioner of the High Court of Bengal for taking affidavits and acknowledgments of married women in England in respect of property in British India. He was a member of the House of Laymen for the diocese of Bangor. He leaves a widow and four sons. He was buried at Llansadwyn, Anglesey, on the 31st ult.

Mr. MAURICE DAVIES ROBERTS, solicitor, of Rhyl, died on the 1st inst., from peritonitis. Mr. Roberts was the fourth son of the Rev. Richard Roberts, and was born in 1848. He was admitted a solicitor in 1871, and he had practised for over fifteen years at Rhyl. He was formerly in partnership with Mr. William Davies, when he had offices also at Holywell and Abergele. Mr. Roberts was for some time honorary secretary to the Denbighshire and Flintshire Law Association, and he was clerk to the Commissioners of Taxes at Rhyl, and deputy-coroner for the Northern Division of Flintshire.

MR. ROBERT REEVES, Q.C., died at 3, Upper Ely-place, Dublin, on the 6th inst. Mr. Reeves was born in 1833. He was called to the bar at Dublin in 1857, and he had for many years a considerable practice in the Court of Chancery. He became a Queen's Counsel in 1880, and he was shortly afterwards appointed a sub-commissioner under the Irish Land Act, 1881. Mr. Reeves was buried on the 10th inst.

MR. SAMUEL CHAPMAN, solicitor (of the firm of Chapman & Bishop), of Bridgewater and Taunton, died at Bridgewater on the 4th inst. after a long illness. Mr. Chapman was born in 1844. He was admitted a solicitor in 1873, and he had since practised at Bridgewater and Taunton, being associated in partnership with Mr. Frederick William Bishop. He had a considerable county court business in Bridgewater and other adjacent districts. He was nine years a member of the Bridgewater Town Council. Mr. Chapman leaves a widow and seven children. He was buried at Wembdon on the 8th inst. At the Bridgewater County Court on the 13th inst. Judge Paterson expressed his sorrow at Mr. Chapman's death, and spoke of the great ability of the deceased as an advocate.

MR. LAWRENCE HARRISON, solicitor, died at Penrith on the 12th inst., at the age of eighty, after a long illness. Mr. Harrison was born in 1809. He was admitted a solicitor about the year 1831, and he afterwards became a member of the firm of Atkinson & Harrison at Penrith. More recently he was associated in partnership with Mr. William Little. Mr. Harrison retired from practice several years ago. He was for many years captain in the Penrith Rifle Volunteers, and on his retirement he received the honorary rank of major.

MR. EDWARD ARCHER WILDE, barrister, Clerk of Assize on the Oxford Circuit, died at 84, Lexham-gardens on the 17th inst. Mr. Wilde was the son of Mr. Edward Archer Wilde, solicitor, of College-hill, and was born in 1826. He was the brother of Lord Penzance, and a nephew of the first Lord Truro. He was formerly an officer in the 21st Bengal Native Infantry. He was called to the bar at the Inner Temple in Michaelmas Term, 1858. He was secretary to his brother when judge of the Courts of Probate and Divorce, and he had been for many years Clerk of Assize on the Oxford Circuit. Mr. Wilde was married in 1858 to the daughter of Mr. Edward Harris Donnithorne, of Twickenham. He was buried at Twickenham Cemetery on the 21st inst.

MR. JOHN HAMILTON GRAY, a judge of the Supreme Court of the Province of British Columbia, died at Victoria, Vancouver's Island, on the 5th inst., in his 75th year. Mr. Justice Gray was the eldest son of Mr. William Gray, and was born in 1814. He was called to the bar in New Brunswick in 1837, and he became a Queen's Counsel for that province in 1853. He was for several years a member of the Dominion Parliament. In 1872 he was appointed a puisne judge of the Supreme Court of the Province of British Columbia, and he held that post until his death. Mr. Justice Gray was married in 1845 to the eldest daughter of the late Lieut.-Colonel Ormond, of the 39th Regiment.

#### APPOINTMENTS.

MR. THOMAS CAPARN, solicitor (of the firm of Soames & Caparn), of Petersfield, has been appointed Clerk to the Petersfield Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority. Mr. Caparn was admitted a solicitor in 1877.

MR. REUBEN CHARLES GREEN, solicitor, of 5, Verulam-buildings, Gray's-inn, and of Kensington, has been appointed Clerk to the Trustees of the Campden Charity Estates at Kensington. Mr. Green was admitted a solicitor in 1873.

MR. FREDERICK ARTHUR LAKE, solicitor and notary (of the firm of Day & Lake), of Runcorn, has been appointed Clerk to the Runcorn Improvement Commissioners. Mr. Lake was admitted a solicitor in 1878.

SIR JAMES MARSHALL, late Chief Justice of the Gold Coast Colony, has been created a Knight Commander of the Order of St. Gregory the Great, in recognition by the Pope of his services to the Catholic Missions in West Africa. Sir J. Marshall is the second son of the Rev. James Marshall, and was born in 1829. He was educated at Exeter College, Oxford. He was called to the bar at Lincoln's-inn in Hilary Term, 1860, and he was formerly a member of the Northern Circuit. He was Chief Magistrate of the Gold Coast Colony from 1873 till 1876, a puisne judge from 1876 till 1879, and Chief Justice from 1879 till 1882. He received the honour of knighthood in 1882.

MR. THOMAS EVANS, solicitor, of Chepstow and Lydney, has been appointed Registrar of the Chepstow County Court (Circuit No. 24). Mr. Evans was admitted a solicitor in 1841.

MR. HENRY WILSON, solicitor, of Peterborough, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

MR. AUGUSTUS CHARLES WOOLLEY, solicitor (of the firm of Livesey, Woolley, & Bevis), of Brighton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

#### CHANGES IN PARTNERSHIPS.

##### DISSOLUTION.

LIONEL BARNEY MOZLEY and THOMAS ALFRED DENNISON, solicitors (Mozley & Dennison), 4, Eastcheap, London. June 13.

[*Gazette*, June 14.]

##### GENERAL.

The *Daily Telegraph* understands that Mr. F. A. Philbrick, Q.C.,

Recorder of Colchester, will go on circuit with Mr. Baron Pollock as "judicial commissioner."

It is announced that Mr. Baron Huddleston intended to resume his judicial duties on Tuesday last, but shortly before that time he had another attack of gout. The learned judge, however, anticipates being able to attend court again in about a fortnight or three weeks hence. He is at present at his town residence, Ennismore-gardens, Prince's-gate.

At the Newington Sessions House on Wednesday a "loving cup" was presented to Sir Richard Wyatt, in recognition of his labours for eighteen years as clerk of the peace for Surrey. Sir William Hardman bore testimony to the great services rendered to the country by Sir Richard Wyatt, both as clerk of the peace and as Parliamentary agent to the Treasury.

MR. RUSKIN, writing to a correspondent who called his attention to attacks upon him respecting the management of St. George's Farm, near Sheffield, says:—"What legal forms exist inconveniencing my action, or yours, I don't know—and never could know—as I waste no moment of life that I can save in reading the obscure language of British law."

The *Albany Law Journal* says that "a story of a Maine judge's love for fishing, and shrewdness in gratifying it, is told by the *Wilton Record*. He was on the bench when word came that the trout were biting at Weld Pond, and he had a case on the docket for trial. It was a divorce case between an old couple who had lived together for forty years, and now wanted to be released from the bonds of matrimony. There were many witnesses, and the judge foresaw that if the case came to trial it would be four or five days before he could get away, so he sent for the old couple and talked the matter over. He gave them good advice, and they finally agreed to try once more to live together in harmony, and went away happy. The next morning the judge started for Weld, and last Friday he landed a twelve-pound salmon. If our judges did less divorcing and more fishing perhaps society would be quite as well off." [Might we hint that if some of our judges did less fishing and more judicial work lawyers would not complain?]

The *St. James's Gazette* says that when the new American minister was a young lawyer his only fault was that he did not know his own value. According to the *Washington Post*, Judge Logan, under whom he read law, told him not to be afraid to charge big fees for his services. "People don't respect a cheap lawyer," said the judge. One day soon after Mr. Lincoln had been admitted to practice, he sat alone in his office, when a messenger brought a note from the Chicago agent of one of the wealthiest insurance companies in America, asking to have the title to a certain piece of property looked up. The young lawyer spent about half an hour looking into the title and then sent his report to the insurance office. Pretty soon the messenger came with another note. This one requested Mr. Lincoln to send his bill by the bearer. He figured it that, since he had worked only half an hour, 10 dols. would be a good stiff price, for it would be at the rate of 200 dols. for a day of ten hours. The words of Judge Logan, however, rang in his ears, and Mr. Lincoln finally made the bill for 25 dols. But before he dispatched his little bill Judge Logan opportunely made his appearance. "You are just the man I want to see," said Mr. Lincoln; and he told him of his dilemma. Judge Logan took the bill and tore it up. "I knew it was outrageously high," said Mr. Lincoln; "but, judge, you always told me to make big bills, and I did this more to please you than myself." "Nonsense," said the judge, "give me a pen." He sat down, wrote another bill, and gave it to the boy. In a few minutes the boy returned with the insurance agent's cheque for 250 dols., and a little note to Mr. Lincoln thanking him for his promptness, and saying the company's other work of this character would be sent to him. "Great Scott!" said the young lawyer to the old one, "did you make out a bill for 250 dols.?" "Of course I did," answered the old judge; "you don't want to be a d—d eleemosynary institution for insurance companies, do you?"

The New Birmingham Law Courts promise to be among the most perfect buildings of the kind in the country. They include accommodation for every description of judicial work, that of magistrates and coroners as well as assizes. There are three magistrates' courts, two of which will be in daily use and the other occupied three days in the week, also a court for the city coroner, the offices of the justices' clerk, the refreshment rooms, and all other offices necessary for the daily magisterial business. The courts specified will form a sort of front block, and may almost be said to constitute a building complete in itself. The reason of this is that, while assizes or quarter sessions are being held concurrently with the police-courts, it will be necessary, with a view to prevent juries and parties to the causes under hearing from going astray, that there should be a complete separation between the two tribunals. Each of the magistrates' courts is furnished with a retiring room, and there is, moreover, a very handsome general meeting room for the justices, with lavatories and a library. The assize courts, available also for the purposes of quarter sessions, are placed in the rear of the building, and are surrounded with rooms for the judges, the bar, solicitors, witnesses, grand jury, and petty juries. The two courts, of which one is the Crown and the other the civil court, are fine sister apartments, 56ft. long by 40ft. wide and 26ft. high, and are approached by a handsome corridor 15ft. wide which leads from the great hall and terminates with a short flight of steps in what is called the judges' vestibule. The corridor is intersected at right angles by another of equal width, and at the point of intersection an inner waiting hall, 42ft. square, has been formed. This hall constitutes the principal addition to the original design, and it will be of great value as a convenient meeting-place for assize witnesses, as well as for bringing light and air into the centre of the building. It gives direct

access to the courts. The general public will nowhere come in contact with those whose presence in and about the courts is in compliance with either subpoena, warrant, or summons. These classes are to be admitted at the level of the first floor only and will find places in special galleries, approached by a transverse corridor and a side entrance. Behind the two courts are situated the judges' and jurors' retiring rooms; the accommodation for the bar includes a spacious reading room (60ft. by 25ft.), robing rooms, and numerous consultation rooms; the apartments for solicitors and witnesses communicate directly with these latter, and the general arrangement is altogether compact and admirable.

## COURT PAPERS.

### SUPREME COURT OF JUDICATURE.

| Date.           | ROTA OF REGISTRARS IN ATTENDANCE ON |                          |                          |
|-----------------|-------------------------------------|--------------------------|--------------------------|
|                 | APPEAL COURT<br>No. 2.              | Mr. Justice<br>KAY.      | Mr. Justice<br>CHITTY.   |
| Monday, June 24 | Mr. Pugh                            | Mr. Godfrey              | Mr. Leach                |
| Tuesday 25      | Lavie                               | Rolt                     | Beal                     |
| Wednesday 26    | Pugh                                | Godfrey                  | Beal                     |
| Thursday 27     | Lavie                               | Rolt                     | Beal                     |
| Friday 28       | Pugh                                | Godfrey                  | Beal                     |
| Saturday 29     | Lavie                               | Rolt                     | Beal                     |
|                 | Mr. Justice<br>NORTH.               | Mr. Justice<br>STIRLING. | Mr. Justice<br>KEKEWICH. |
| Monday, June 24 | Mr. Kee                             | Mr. Jackson              | Mr. Ward                 |
| Tuesday 25      | Clowes                              | Carrington               | Pemberton                |
| Wednesday 26    | Kee                                 | Jackson                  | Ward                     |
| Thursday 27     | Clowes                              | Carrington               | Pemberton                |
| Friday 28       | Kee                                 | Jackson                  | Ward                     |
| Saturday 29     | Clowes                              | Carrington               | Pemberton                |

### COURT OF APPEAL.

#### TRINITY Sittings, 1889.

**SPECIAL NOTICE.**—Queen's Bench Interlocutory Appeals will be taken in Court I., on Tuesday, June 18, and on Wednesday, June 19; afterwards on every Wednesday during the Sittings, subject to Interlocutory Appeals on Wednesdays, and Bankruptcy Appeals (if any) on Fridays, and to Admiralty Appeals when appointed. Queen's Bench Final Appeals will be taken in Court I., every day during the Sittings, and possibly also in Court II., if the Chancery List should be exhausted before the Vacation.

Chancery Interlocutory and Final Appeals will be taken in Court II. on Tuesday, June 18; afterwards Interlocutory Appeals on every Wednesday. Final Appeals more or less every day during the Sittings.

Appeals from the Lancaster Palatine Court will be taken in Court II. on Thursday, June 20, Thursday, July 4, and Thursday, August 1; see Notice at end of List of Palatine Appeals.

Admiralty Appeals (with Assessors) will be taken in Court I. on days specially appointed by the Court.

#### APPEALS FOR HEARING.

(Set down to Tuesday, June 11th, inclusive.)

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

#### APPEALS STANDING OVER.

(General List.)

1888.

In re The Norwich Town Close Estate Charity & Charitable Trusts Acts, 1853 to 1889. Further hearing of sums originally heard and dismissed by Mr Justice Kekewich for decision of question of Charitable Trust agreed to be taken by Court of Appeal. To stand over for completion of evidence, and application to be made for day to be fixed. Dec 20

1889.

Brown v Burdett app of Catharine Woodall (executrix of W Woodall, solicitor) from order of Mr Justice Kay on fur con dated 23 June, 1888 Feb 1 (security ordered 20 Feb)

Price v Manning Manning v Price (claim and counter-claim) app of plt from judge of Mr Justice Kay, dated 29 Dec, 1888 March 4 (security ordered April 3)

Glaser v Rolls app of dft Geo Rolls from judge of Mr Justice Kekewich, dated 13 March, 1889 March 25 (Not till one week after judgment in Peck v Derry [House of Lords] by order)

Cannot v Oppenheim app of dfts Manhattan Freehold Gold and Silver Mining Co from judgment of Mr Justice Kekewich dated 9 March, 1889 April 9 (security ordered 7 May)

For Hearing.

(General List.)

1889.

Chamberlyn v Allen & Sons app of plt from refusal of Mr Justice Kay to vary Chief Clerk's Certificate as to set off Chamberlyn v Allen & Sons app of plt from refusal of Mr Justice Kay to give leave to bring in further account or surcharge Chamberlyn v Allen & Sons App of plt from order of Mr Justice Kay directing payment into court of amount found due by Chief Clerk's certificate Jan 3 (restored after security given)

In re J F Stevens, dec Stevens v Stevens app of E. Stevens & ors (having liberty to attend) from order of Mr Justice North, dated Feb 5, on fur con and refusal to vary Chief Clerk's certificate Feb 19 (restored after security given)

In re Eliza Salmon's Will Trusts Priest v Uppleby app of plt from judge of Mr Justice Kekewich, dated Feb 23 Mar 5 (restored after service of third party notice)

In re Anne Rowe, dec Jacobs v Hind. App of plt from judge of Mr Justice Kekewich, dated March 21 April 10 Weston v The New Guston Co, Id app of plt from judge of Mr Justice Kay dated April 16 April 17

Liverpool District Registry In re Catherine Greaves' will trusts and Trustees Acts Ex parte Holland & ors app of Michael H Lakin from order of Mr Justice Kekewich, dated April 6 upon construction of will April 18

In re Jno Bowes' Estate, Earl of Strathmore v Vane (Creditors' Claim) app of dft E Young Western from order of Mr Justice North dated April 4, 1889 and notice of contention by Madame Bowes May 2

Cooke v Garter app of dft from judge of Mr Justice Kekewich, dated April 5 1889 May 6

In re Rev Duckley Thomas, dec Wildish v Fowler app of dft from judge of Mr Justice Kekewich, dated Dec 4, 1888 May 11

In re Contract, dated 31 July, 1888, for sale of Leasehold Estates, made between, Trustees of 163rd Star Bowkett Blig Soc & Chas Sibun and V & P Act, 1874 app of Chas Sibun from order of Mr Justice Chitty, dated May 2, 1889 May 21

Tuck v The Southern Counties Deposit Bank, Id app of dft from judge of Mr Justice Kay, dated May 8, 1889 May 22

In re Smith's Charity, Attorney-General v Duke of Northumberland app of Committee of Poor Kindred from judge of Mr Justice Chitty, dated January 30, 1889 May 24

Curwen v Milburn app of dfts from order of Mr Justice North, dated 24 May, 1889, directing a review of taxation on ground that not statute barred May 27

Garrard v Edge & Sons (infringement of patent) app of plt from judge of Mr Justice Kay, dated 22 May May 29

In re Jno Bracken, dec Doughty v Townson app of plt from judge of Mr Justice North, dated 23 March, 1889, on point of law May 30

In re Charlotte Wright, dec Wright v Hampden (construction) app of dfts L P H Hampden & anr from judge of Mr Justice North, dated 7 March, on originating summons adjourned into court June 5

Kerr v The Chartered Mercantile Bank of India, London, & China Ritchie (claimant) v Kerr (respondent) app of Mary Kerr from order of Mr Justice North, dated 26 March, at trial of issue directed by order dated 20 May, 1887 June 6

In re The Combined Weighing and Advertising Machine Co, Id & Co's Acts (petn of John B Ball) app of petn from refusal of Mr Justice North, dated 1 June of winding up order June 7

### FROM THE COUNTY PALATINE COURT OF LANCASTER.

From Final Orders and Judgments.

1889.

Frost Bros v Cooke Bros app of dfts from order of the Vice Chancellor, dated Jan 29, dismissing motion to vary Registrar's Report Feb 14 Proctor v Bayley & Son app of dfts from judge of the Vice Chancellor, dated Nov 22 Feb 26

In re Contract for Sale between Wm Cropper & W H Anthony & V & P Act 1874 & Lancaster Acts, 1850, 1854 app of W H Anthony from order of the Vice Chancellor, dated Feb 13, declaring waiver of right to make good title Mar 7

In re Contract, dated Feb 1, 1886, between W D Mackenzie and James Thomson and V & P Act and Lancaster Acts app of W D Mackenzie from order of the Vice-Chancellor, dated Mar 6 Mar 16

In re D Baile's Estate ex parte Agnes Gilmour, residuary legatee (whether wages included in bequest) app of Agnes Gilmour from order of the Vice-Chancellor, dated Mar 18 April 12

Johnson v Rawcliffe (construction of will) app of plt from order of Vice-Chancellor, dated June 18, on fur con April 16

Heap v Harley (assignment of patent within certain radius) app of plt from judge of the Vice Chancellor dismissing action, dated 13 July, 1888 (Manchester District) May 20

N. B.—The above Palatine Appeals (except No 7) will be taken on Thursday, June 20, and following days until disposed of.

N B.—Afterwards, during the Sittings, Palatine Appeals (if any, which may have been previously reached in the General List) will be taken on the following days—viz.:—

Thursday, July 4

Thursday, August 1

### FROM ORDERS MADE ON INTERLOCUTORY MOTIONS IN THE CHANCERY DIVISION.

Separate Interlocutory List.

1889.

Scott v Croaker app of dfts from order of Mr Justice Kay, dated May 10, restraining erection of building to greater height until trial May 24

Brooks v Brooks app of dft from order of Mr Justice Chitty, dated May 10, affirming Chamber order for stay of proceedings in action May 30

Divorce—Mary Connolly, Petr, v Lawrence Connolly, resp app of petr Mary Connolly, from order of Mr Justice Butt, dated May 21, affirming Chamber order for stay of proceedings on resp being willing to resume cohabitation Jane 3

### FROM THE QUEEN'S BENCH AND, DIVORCE, AND ADMIRALTY DIVISIONS.

For Judgment.

The Mogul Steamship Co, Id, v McGregor, Gow, & Co, Id app of plt Co from judge of the Lord Chief Justice at trial without a jury in Middlesex (e a v March 19 Present, Master of the Rolls and Lords Justices Bowen and Fry) For Hearing.

1888.

The Scotch Whisky Distillers, Id, v Elbrough & Co, 1887, S 5,269 app of dft C E Eden from judge of Mr Justice Mathew at trial without a jury in Middlesex July 27 (security ordered 16 Jan)

The Scotch Whisky Distillers, Id, v Elbrough & Co, 1887, S 3,967 app of dft C E Eden from judge of Mr Justice Mathew at trial without a jury in Middlesex Aug 15 (security ordered 16 Jan)

The Scotch Whisky Distillers, Id, v Elbrough & Co, 1887, S 5,269 app of dft J N Flatau from judge of Mr Justice Mathew at trial without a jury in Middlesex Aug 30 (security ordered 16 Jan)

The Scotch Whisky Distillers, Id, v Elbrough & Co, 1887, S 3,967 app of dft J N Flatau from judge of Mr Justice Mathew at trial without a jury in Middlesex Aug 30 (security ordered Jan 16)

Edward v Salmon app of plt from judge of Baron Pollock at trial without a jury at Bury St Edmunds Aug 1 (security ordered 7 Nov)

Williams v The Association for the Protection of Commercial Interests as respects Wrecked and Damaged Property app of dfts from judge of Mr Justice Grantham at trial without a jury at Liverpool Aug 24

Eden v Riddale's Ry Lamp and Lighting Co, Id app of dfts from judge of Mr Justice Grantham at trial without a jury in Middx Nov 23

**R D King v The London Improved Cab Co, Id (Q B Crown Side)** app of dfts from judge of the Lord Chief Justice & Mr Justice Manisty on app from County Court at Shoreditch Dec 11.

**Ship Westbourne (salvage) Owners of Howick & ors v Owners of Westbourne, Cargo & Freight** app of dfts from judge of Mr Justice Butt, dated July 13, 1888 Dec 19 (without assessor).

**Gooldings & Sharpe v Blake, Surveyor of Taxes (Q B Revenue Side)** app of Surveyor of Taxes from judge of the Lord Chief Justice and Mr Justice Manisty on case stated Dec 29 1889.

**Field & anr v Manlove & anr** app of plts from judge of Mr Justice Field dated 29 June at trial with a jury in Middx Jan 21.

**Beck & ors v Pierce** app of plts from judge of Mr Justice Grantham dated 22 Dec at trial at Liverpool Jan 22.

**Spain v Ferguson** app of dfts from judge of Mr Justice Mathew dated 25 Oct at trial in Middx Jan 23 (security ordered Feb 6).

**Hogan v Shaw** app of dft from Justices Denman & Stephen, dated 22 Jan, after trial by Baron Huddleston in Middx Feb 8.

**Potts & ors (Trustees of East Bolton Freehold Land Soc) v Leadbitter (Q B Crown Side)** app of plts from judge of the Lord Chief Justice and Mr Justice Hawkins affirming judge of County Court Judge Feb 15.

**The Guardians of the Poor of Dartford Union, County of Kent v S Trickett & Sons** app of dfts from judge of Baron Pollock, dated 5 Feb, after trial at Lewes Feb 16.

**Chancery Action Chapman, Morsons, & Co v Guardians of Auckland Union acting as Auckland Union Sanitary Authority, Durham** app of dfts from judge of Mr Justice A L Smith for Mr Justice Stirling, dated 4 Aug, at trial at Leeds, and notice of contention by plts Feb 28.

**Cornish v The Accident Insurance Co, Id** app of plt from judge of the Lord Chief Justice, dated 15 Feb, at trial with special jury at Oxford March 1.

**Clary v Fuller** app of dft from judge of Baron Pollock, dated 1 March, at trial in Middx March 7.

**The Faure Electric Accumulator Co v Phillipart** app of dft from judge of Mr Justice Hawkins, dated 27 Feb, at trial in Middx March 9 (security ordered 20 March).

**Walker v Wilsher** app of plt from judge of Baron Huddleston, dated 16 Feb, at trial with a jury in Middx March 18.

**Chandos-Pole v Cook** app of plt from judge of Mr Justice Stephen, dated March 14 at trial at Derby March 22.

**Butcher & anr v Davies & anr** app of dfts from judge of Mr Commissioner Vaughan Williams, Q.C., dated March 6, at trial at Lancaster March 29.

**The Halifax Commercial Banking Co, Id, v Crowther & ors** app of dfts Allchin, Linnell, & Co from judge of Mr Justice Denman, dated 26 March at trial at Leeds April 2.

**Bullen v Hobart** app of dft from judge of Mr Justice Field, dated 27 March at trial in Middlesex April 2.

**Swaby v The Port Darwin Gold Mining Co, Id** app of plt from judge of Mr Justice Stephen, dated March 28 at trial in Middlesex April 2.

**Berk & C. v Henderson & Co** app of dfts from judge of Mr Justice Stephen, dated 22 March at trial in Middlesex April 6.

**Turner v The Guardians of the Poor of Skipton Union** app of plt from judge of Mr Commr F Meadows White, Q.C., dated 27 March, at trial at Lee's April 8.

**The Mersey Docks & Harbour Bd v The Mayor, Aldermen, and Burgesses of Borough of Birkenhead** app of plts from judge of Mr Commr Vaughan Williams, Q.C., dated 23 March, at trial at Liverpool April 11.

**Riddick v March** app of plts from judge of Mr Justice Charles, dated 23 March, at trial at Liverpool April 11.

**Edwards v Williams** app of dft from judge of Mr Justice A L Smith, dated 16 March, at trial in Middx April 15.

**Mitchell v Cherry** app of plt from judge of Mr Justice Charles, dated 21 Feb, at trial at Carlisle April 24.

**Ellison & ors v Crossley** app of plts from judge of Mr Commr Gainsford Bruce, Q.C., dated 3 April, at trial at Leeds April 26.

**Tucker, Trustee of F C Jones & Co v Lovitt** app of plts from judge of Mr Justice Grantham, dated 10 April, at trial in Middx April 26.

**The Commr of Inland Revenue v Geo Angus & Co, Id (Q B Revenue Side)** app of Commr from decision of the Lord Chief Justice & Mr Justice Hawkins, dated 8 April, on case stated as to amount of stamp duty April 26.

**The Commr of Inland Revenue v Jas Lewis & Sons, Liverpool Copper Wharf Co, Id (Q B Revenue Side)** app of Commr from decision of the Lord Chief Justice & Mr Justice Hawkins, dated 8 April, on case stated as to amount of stamp duty April 26.

**Young, Howarth, & Co v Allchin, Linnell, & Co** app of plts from judge of Mr Justice Denman, dated 13 April, at trial at Leeds April 27.

**Smart, an infant, by next friend v Fisk & anr** app of plt from judge of Mr Justice A L Smith, dated 20 March, at trial in Middx April 29.

**Nathan v Nelson** app of plt from judge of Mr Justice Manisty, dated 16 April, at trial in Middx May 1.

**Philips & anr v Rees** app of dft from judge of Justices Mathew and Grantham, dated 30 April in special case May 4.

**The Canada Shipping Co, Id, v The British Mutual Protection Association, Id** app of plts from judge of Mr Justice Charles, dated 4 May at trial in Middlesex May 8.

**Gale v Rawson & anr** app of plt from judge of Mr Justice Stephen, dated 13 April at trial with a jury at Leicester May 10.

**Attorney-General v The Mayor, &c, of Newcastle upon Tyne and anr** app of plt from judge of Mr Justice Wills, dated 17 April, at trial in Middlesex May 14.

**Hannan v Beeton** app of dft from judge of Mr Justice Wills, dated 2 May, at trial in Middlesex May 15.

**Walker v Beeton** app of dft from judge of Mr Justice Wills, dated 2 May, at trial in Middlesex May 15.

**Halsted v Hayward** app of dft from judge of Justices Mathew & Grantham, dated 1 May, directed to be entered for plts after argument of point of law raised in pleadings May 16.

**The Butte Docks Co v The Martyr Tydil Gas Co** app of the Co from judge of the Lord Chief Justice, dated 9 April, at trial at Monmouth May 20.

**Crowther v The Lancs & Yorks Ry Co** app of plt from judge of Justices Mathew & Grantham, dated 15 May, after trial by Mr Justice Denman with a special jury at York May 20.

**Pyke v Ford** app of dft from judge of Mr Justice Charles, at trial in Middx May 20.

**Lord Tredegar v The Pontypridd Caerphilly & Newport Ry Co** app of dft from judge of Mr Justice Stephen, dated 3 April, at trial in Middx May 22.

**Brackley v The Vestry of St Mary, Batsona, & anr** app of plt from judge of Mr Justice Charles, dated 2 May, at trial in Middx May 22.

**S N Stevens v The Justices of the Peace for Sharnbrook Division of the County of Bedford (Q B Crown Side)** app of plt from judge of Justices Field & Cave, dated 6 May, affirming refusal of Sessions to renew licence for misconduct May 27.

**Atkin & Co v Wardle & ors** app of dfts from judge of Mr Justice Danman, dated 18 May, at trial in Middx May 28.

**The Hornsey Local Bd v The Monarch Invstmt Bldg Soc & anr (Q B Crown Side)** app of plts from judge of Justices Mathew & Grantham, dated 16 May, affirming judge of County Court Judge May 29.

**Chancery Action Swaine v Wilson** app of dfts from judge of Mr Justices Denman, dated 28 March, for Mr Justice Stirling at trial at Leeds May 29.

**Maltby v Whitton** app of plt from judge of Mr Commr F Meadows White, Q.C., dated 11 May, at trial at Leeds May 30.

**Mitchell v Strousberg** app of dft from judge of Mr Justice Charles, dated 22 May, at trial in Middlesex May 30.

**The North London Equitable Building Socety v Cray** app of dft from judge of Mr Justice Grantham, dated 4 Feb at trial in Middlesex May 31.

**Jones & anr v The Dideot, Newbury, and Southampton Ry Co** app of plts from judge of Baron Pollock, dated 27 Feb, at trial in Middlesex May 31.

**Prade v Chamberlaine & ors** app of dfts from judge of Mr Justice Charles, dated 22 May, at trial in Middlesex June 4.

**Jenkins & anr v Burr & anr** app of dfts from judge of Mr Justice A L Smith, dated 5 June, 1888, at trial in Middlesex June 4.

**Firth v The Northumberland Permanent Benefit Building Society** app of plts from judge of Mr Commissioner F Meadows White, Q.C., dated 11 May, at trial at Newcastle on Tyne June 5.

**The Manchester, Sheffield, and Lincolnshire Ry Co v Seddon** app of plts from judge of Mr Commissioner F A Bosanquet, Q.C., on counter-claim, dated 18 May at trial at Manchester June 5.

**Howe v The Lancashire Felt Co, Id (Q.B., Crown Side)** app of plt from Justices Manisty & Mathew affirming judge of County Court Judge, dated 3 June for dfts June 8.

**FROM ORDERS MADE ON INTERLOCUTORY MOTIONS IN THE QUEEN'S BENCH DIVISION.**

Interlocutory List.

**Harris & anr v F Smart (Q B Crown Side)** app of dft from order of Justices Mathew & Grantham for new trial—action tried by Judge of Birmingham County Court (part heard 6 June by the Lord Chief Justice & Lords Justices Lindsey & Lopez—to proceed on Wednesday, 19 June).

**Portugal v Henderson** app of dft from Justices Denman and Stephen refusing new trial—action tried by Mr Justice Hawkins in Middx (restored after security given).

**Johnson v Lindsey** app of plt from order of Baron Pollock & Mr Justice Manisty for new trial action tried by Mr Justice Grantham in Middx May 17 (security ordered May 22).

**Mason & Barry, Id v La Societe Industrielle et Commerciale des Metaux** app of Liquidator from Justices Mathew & Grantham refusing to set aside receiver order or stay proceedings under judge May 18.

**Haggis v Comptoir d'Escompte de Paris** app of dfts from Justices Field & Cave affirming refusal of Judge and Master to set aside writ for want of jurisdiction May 22.

**Quebrada Ry Land & Copper Co, Id v Comptoir d'Escompte de Paris** app of dfts from Justices Field & Cave affirming refusal of Judge & Master to set aside writ for want of jurisdiction May 22.

**Lance & Yorks Ry Co v Assessment Committee of Bolton Union & Overseers of Gt Lever (Q B Crown Side)** app of Assessment Committee from Justices Field & Cave affirming rate on app from Quarter Sessions, under Baines's Act, 12 & 13 Vict c 45, s 11 May 22.

**In re J H Lamb, formerly a Sol'r, &c** app of J H Lamb from Justices Field & Cave refusing to restore name to Roll of Solicitors May 22.

**Mason & Barry, Id v Comptoir d'Escompte de Paris** app of dfts from Justices Field & Cave refusing to set aside writ and service for irregularity May 24.

**Carpenter, trading, &c, v Deen** app of dft in issue from judge of Mr Justice Charles at trial of interpleader issue in Middlesex May 24.

**Russell & ors v Cambefort & Co** app of dfts from Justices Field & Cave refusing application to set aside writ and service out of jurisdiction May 25.

**Strube v Southwark and Vauxhall Water Co** app of dfts from Justices Mathew and Grantham refusing new trial—action tried by Mr Justice Hawkins with a jury in Middlesex and nonsuit directed May 27.

**Cole v The Accident Insurance Co, Id** app of plt from Justices Mathew & Grantham refusing new trial—action tried by Baron Huddleston with a special jury in Middlesex May 27.

**Marcussen v The Birkbeck Bank** app of plt from order of Baron Pollock & Mr Justice Manisty for new trial—action tried by Mr Justice Grantham with a jury in Middx May 29.

**The Queen v T J Barnardo (Q B Crown Side)** app of dft from order of Justices Mathew & Grantham quashing return to habeas corpus and granting attachment for contempt May 29.

**In re an Arbitration between Kirk & anr & East & West India Dock Co from Justices Denman & Stephen** refusing to set aside award of Sir F Bramwell on submission of June 30 May 30.

**In re Same Arbitration** app of the Co from Justices Denman & Stephen refusing to set aside award of Sir F Bramwell, on submission of 17 July May 30.

**Jarvis v The Marine & General Mutual Life Assce Soc** app of dfts from Justices Mathew & Grantham refusing new trial—action tried by Mr Justice Cave at Cardiff May 30.

**Hunt v Clarke & anr** app of dft F N Clarke from Justices Mathew & Grantham refusing to commit for publication in "Star" of proceedings in pending action before trial June 6.

**FROM PROBATE, DIVORCE, AND ADMIRALTY DIVISION.**

(ADMIRALTY.)

For Hearing.

With Nautical Assessors.

1888.

**Ship Vindomora (damage)** Lamb & ors v Owners of the Vindomora and freight app of plts from judge of Mr Justice Butt, dated Nov 5 Nov 30.

Ship Garonne (damage) Owners of Lucinda v Orient Steam Navigation Co, 1 app of plts from judge of Mr Justice Butt, dated Nov 2 Dec 12 1889.

Ship Stelling (damage) Owners of Ship Burlington & ors v Owners of Ship Stelling & ors app of plts from judge of Mr Justice Butt, dated Dec 10 Jan 15

Ship Calliope (damage) Owners of Steamship Calliope v The Tredegar Iron & Coal Co, 1d app of plts from judge of Mr Justice Butt, dated July 25 Feb 20

Ship Earl Wemyss (damage) Owners of the Ardencaple v Owners of the Earl Wemyss app of plts from judge of Mr Justice Butt, dated Feb 19 March 15

Ship Empress of India (damage) Goodyear & ors v Owners of Empress of India app of dfts from judge of Mr Justice Butt, dated March 4 March 26

Ship Endeavour (damage) Bendle & ors v Owners of Ship Endeavour & Frsight app of plts from judge of Mr Justice Butt, dated Feb 22 May 9

Ship Glencoe (damage) Owners of Largo Bay v Gow & ors app of dfts from judge of Mr Justice Butt dated April 1 May 29

Ship Rugby (damage) The General Steam Navigation Co v Owners of the steamship Rugby app of dfts from judge of Mr Justice Butt, dated May 16 June 1

Ship Duke of Buccleuch (damage) Smith & ors v The Eastern Steamship Co, 1d app of plts from judge of Mr. Justice Butt, dated 20 May June 6

FROM THE QUEEN'S BENCH DIVISION, SITTING IN BANKRTCY.

In re Bankruptcy Act, 1889, & Discharge & Closure Act, 1883 In re JJ Rutherford & Co Ex parte R Alabaster (trustee) app of Trustee from refusal of Mr Registrar Giffard to extend time for close of Bankruptcy (pt hd 18 Jan adjud sine die, restored by order)

In re Thomas F Bradbrook Expte Trustee app of Trustee from order of Mr Registrar Giffard, dated 3 June, refusing liberty to examine at residence before an officer of court

In re Wm Musto Expte Codd's Executors app of Codd's Executors from decision of Mr Registrar Brougham, dated 20 May, refusing to vary prior order of 27 Sept, 1886

### HIGH COURT OF JUSTICE.

#### CHANCERY DIVISION.

TRINITY SITTINOS, 1889.

Causes for Trial or Hearing.  
(Set down to Tuesday, June 11th, inclusive.)

(Continued from p. 530.)

Before Mr. Justice KAY.

Causes for Trial (with witnesses and without witnesses).

In re Barnshaw Barnshaw v Lewis

Lewis v Dawson act wits

Fastedge v Warne act

Jarrow, &c, Bldg Soc v North Eastern Banking Co, 1d act wits (not before July 20)

In re Briggs Houghton v Fox act wits (not before May 18)

Hallott v Veal m/fj

Bird v Ingram act wits

Stokell Niven act wits

Page v Padmore act wits

Smallwood v Mills act wits

Chandon & Co v Jones act wits (not before July 18)

Davies v General Credit, &c, Co act wits (not before July 1)

Walden v Allen act wits

Moye v Salmon act wits

Bradley v Peacock act wits

Serle Fardell & Co act wits

Dehnard v Sewell act wits

Miller v Steer act wits

In re Croft Broughton v Wilders act wits (not before June 30)

In re The Meta Coal Consumers Assocn, 1d, & Co's Acts Expte W Wainwright motn, wits list by order

In re the same Assocn Expte W F Thureys motn, wits list by order

In re the same Assocn Expte H L O'Grib motn, wits list by order

In re the same Assocn Expte J M Anderson motn, wits list by order

In re the same Assocn Expte J Usher motion, wits list by order

In re the same Assocn Expte B Kisch motn, wits list by order

In re the same Assocn Expte Sir G Campbell motn, wits list by order

Godwin v Spanton act wits

Bush v Dain act wits

United Telephone Co, 1d v Tasker & Sons act wits

Alford v Logan act wits (not before July 1)

In re Harvey Farmer v Harvey act wits

Fox v Baker act wits

Wolff v Horberger act wits

Duke of Buccleuch v Eden act, wits

Maund v Erskine act, wits (not before Nov 1)

Pritchard-Morgan v Wright act, wits

Beadle v Rodyk & Co act & m/fj wits

Tomlinson v Glen act, wits

Charles v Gover act, wits

Martindale v Martindale act, wits

B Edgington 1d v J Edgington & Co act, wits

Griffith v Lewis act, wits

Roberts v Edwards act, wits

London & North-Western Ry Co v Richard Evans & Co act, wits (not before July 1)

Homfray & anr v Oliver & ors act, wits

The Briton Medical & Assocn v Britannia Fire Assocn act, wits

In re Oddy Garthwaite v Carter act, wits

Rogers & Sons 1d v Rottgen & anr act July 15 (by order)

Fothergill v Humphreys act

Strong v Capital & Counties Bank, 1d act

Branton v Young act wits

Hobbs v Hobbs act

Rendall v Blair act wits

Moxon v Berkely Mutual Benefit Bdg Soc & ors (special case)

Skilbeck v Royal Bank of Scotland act & m/fj

In re McRae, Forster, & Co, 1d & Co's Acts motion wits

Smith v Smith act wits

Scott v Horner act wits

Tilbury, on behalf, &c v Silva act wits

Lamplough v New Brunswick Tradg Co act wits

The Bristol Brewery (Georges & Co) act

In re McRae, Forster, & Co, 1d & Co's Acts motion wits

Smith v Smith act wits

Scott v Horner act wits

Close v Ramsden act

Walker v Needham Needham v Walker act

Gitzwitz v Foster act

Campbell v Hawkins act

Myers v Myers act

Otte v Singer act

Fooks v Hall act

Norman v Oakley act

Spiel's Patent Petroleum Engine Co, 1d v Spiel act

In re Wm Bigham, dec Thorpe v Jeremiah act

Chayney v Burt act

Stewart v Snee act

Glubb v Skinner act

Bolton v Chappell act

Philippe, on behalf, &c v The Atkins Filter & Engineering Co, 1d act

Fletcher v Nicholls Nicholls v Fletcher act

Hart v Nainby act

In re Jas Fraser, dec In re Ann Fraser, dec Guthrie v Fraser Fraser v Guthrie act

Groom v Loader act

Adjourned summonses.

In re Hornby Long v Hornby

Thom v Taylor pt hd (not before 1 August)

In re Newton's Settled Estates and S L Act

In re Pick Rosenfeld v Pick

In re Dale & Plant, 1d, & Co's Acts (Claim)

In re Cawley & the L & S W Ry Act, 1875, & L C Act, 1845

Clark v Hayne

In re Thompson Sheffield, &c, Bank v Thompson

In re Davenport Davenport v Wilders

In re Anglo-Indian & Colonial Industrial & Commercial Institution, 1d & Co's Acts

In re the Co's Acts, 1862 & 1867 In re Edge Bros, 1d

In re Gee Stone v Morris

Constable v McKerrow

In re Wycliffe Steamship Co, 1d, & Co's Acts

In re Earl of Dudley's Estate claims to legacies given by testator's Will to clerks adjd sums

In re Anne Hall's Estate Fitzhugh v Parsons adjd sums (order 58)

In re T R Browne's Estate Raggett v Browne Settled Land Act adjd sums

Newman v Newman act and motn for judgt

Rossner & ors v Ryland & ors motn for judgt

Palmer v Robinson adjd sums sufficiency of answers to interrogatories

Mynors v Blaine motn for judgt

In re D Robert's Estate Roberts v Roberts adjd originating sums

In re Oriental Bk Corp Expte Walsh, Hall & Co. (objection to tax) adjd sums

In re P J Miles' Estate Miles v Batten expte Trustees adjd sums

In re John Walker, dec Stevens v Pullen adjd sums

Kettlewell v Kettlewell expte Pilt adjd sums

In re Tarrant's Settlement Trusts In re McCall & anr Trusts Hubbard v Morgan adjd sums (ord 55)

Ward v Royal Exchange Shipping Co expte Aberdeen Sea Inse Co adjd sums

In re Eastern Counties Land & Investment Corp (misfeasance) adjd sums against late Directors

In re G P Arden's Trusts Boden v Arden adjd sums (ord 55)

In re Julia Kerie's Trusts Lovell v Weymouth adjd sums (ord 55)

Macqueen v Zerilli act

Brodhurst v Carpenter act

Callow v Callow act

In re Brown's Hospital & Charitable Trusts Act adjd sums (points raised on scheme)

In re Bacon's Settlement Trusts Hutton v Anderson adjd sums (division of funds)

Strutt v Tippett act

In re Stevens, dec Stevens v Stevens m/fj (short)

Rackham v Woodhouse m/fj (short)

Further Considerations.

St Pancras Vestry v L & N W Ry Co act

In re Carwell, dec Hawkins v Turner act

Edwards v Trevethan act

The Western Wagon & Property Co, 1d v West act

Hunt v Morris act

Osmond v Bridson act

Causes for Trial (without witnesses).

In re Royal Exchange Shipping Co, 1d expte Eccles & Co & ors adjd sums (gen average)

In re Upton, Atkey, & Upton, Solicitors Expte Major de Hailland adjd sums (objection to tax)

In re C Smith's Estate Robson v Tidy adjd sums (affit of docts)

In re Earl of Dudley's Estate claims to legacies given by testator's Will to clerks adjd sums

In re Anne Hall's Estate Fitzhugh v Parsons adjd sums (order 58)

In re T R Browne's Estate Raggett v Browne Settled Land Act adjd sums

Newman v Newman act and motn for judgt

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In re P J Miles' Estate Miles v Batten expte Trustees adjd sums

In re John Walker, dec Stevens v Pullen adjd sums

Kettlewell v Kettlewell expte Pilt adjd sums

In re Tarrant's Settlement Trusts In re McCall & anr Trusts Hubbard v Morgan adjd sums (ord 55)

Ward v Royal Exchange Shipping Co expte Aberdeen Sea Inse Co adjd sums

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In re Brown's Hospital & Charitable Trusts Act adjd sums (points raised on scheme)

In re Bacon's Settlement Trusts Hutton v Anderson adjd sums (division of funds)

Strutt v Tippett act

In re Stevens, dec Stevens v Stevens m/fj (short)

Rackham v Woodhouse m/fj (short)

Further Considerations.

Ward v Royal Exchange Shipping Co 1d & three other actions, consolidated for con

Blair v Saunders fur con

In re W M Finlay, dec Finlay v Clarke fur con

Procedure Summons.

Baird v De la Chapelle appn of plts for further production of documents by deft Victor De la Chapelle

Baird v De la Chapelle appn of plts for better answer to interrogatories by deft Victor De la Chapelle

Baird v De la Chapelle appn of defendant for further answer to interrogatories

Blaydes v Selby appn of deft to strike out claim as disclosing no reasonable cause of action

Before Mr. Justice NORTH.

Causes for Trial (with witnesses).

In re Lowish Lowish v Lowish act

Trustee of T Carr (bankrupt) v Carr act

Baker & Sons v Rawson Bros act & motn In re Baker's Trade Mark

Tebb v Thomas act

Baker v Baker act  
 Phillips v Kearney act & m f j  
 In re G Shenton Wood v Shenton  
 question of fact  
 Gream v Walker act  
 Colley v Hart act  
 Metra Trading Assoc, Id v Dobson act  
 In re Lees Fitzer v Evans act  
 Watt v Maxim Weston Electric Co, Id  
 act  
 The Maxim Weston Electric Co, Id  
 v Watt act  
 Atkin v Smith act  
 In re Hooper Hooper v Chambers act  
 Kershaw v Lister act  
 Bates v Gibbs act  
 In re Patrick Bills v Tatham act  
 Whitaker v Kershaw act  
 Moore v Turner act  
 Farrow v The 3rd General Post Office  
 Clerks Mutual, &c, Bldg Soc act  
 Phillips v The Ivel Cycle Co, Id  
 act  
 Dick v Hanney act  
 Cooper v Cooke act  
 Morley v Yorkshire Lead Mines, Id act  
 Hustler v Hammond act  
 Robinson v Adams act  
 Crafts v Crafts act  
 Rugby Charity Trustees v George act  
 House Property & Investment Co v  
 Projectile Co, Id act  
 Hart v Colley act  
 Oxford v Cox act  
 Shafte v Lon & Prov Law Assoc Soc  
 & ors act  
 Rositer v Rositer act  
 Sheppard v Lon Electric Supply Corp  
 Id act  
 Whitby v Hoskins act  
 Palmer v Clark act  
 Bonall v Davies act  
 Davison v Johnson act & m f j

Further Considerations.  
 Hope, on behalf, &c, v Croydon and  
 Norwood Tramways Co fur con &  
 sums  
 McClure v Pringle fur con  
 In re De Rosaz Rymer v De Rosaz  
 fur con  
 Whitfield v Moseley fur con  
 In re Rennick Rennick v Beatty 3rd  
 fur con  
 In re Fazakerley Houghton v Hol-  
 croft fur con  
 In re Haire Dowse v Haire 2nd fur  
 con  
 In re Tucker Tucker v Tucker fur  
 con & sume  
 In re Slater Goodwin v Smith fur  
 con  
 Mackay v Eagle fur con  
 Bowring v Wheeler fur con & sume  
 In re Allen (Wheeler v Foster)

Adjourned Summons.  
 In re Tower Slater v Harford  
 In re International Investment and  
 Gen Agency Id & Co's Acts pt hd  
 In re Hayne Chambers v Nightingale  
 In re Rison Rison v Rison (tax-  
 ation, &c)  
 In re Rison Rison v Rison (de-  
 ficiency of mortgage)  
 In re Rison Rison v Rison (pay-  
 ment out of share)  
 In re Rison Rison v Rison (as to  
 deficiency on mortgage for £1,150)  
 In re Rison Rison v Rison (as to  
 division of shares)  
 Anderson v Fraser Fraser v Fraser  
 In re Smith Henderson Roe v Hitchins  
 In re Neeves Excisor Stencil Drum  
 Co, Id, & Co's Acts appn of T C  
 Duke

In re the same Co appn of C Wortham  
 In re Wall Durham v Braikenridge  
 In re Harrison Blair Blair v Harrison  
 In re Crook one, &c, taxation  
 In re Isaacson Isaacson v Isaacson  
 In re Bevan Bevan v Isaacson  
 In re Ellis Jones Jones v Evans  
 Chapman v Loftus  
 In re Hartley Stedman v Dunster  
 In re Poynder Dickson Poynder v  
 Cook  
 In re Bainbridge Reeves v Bainbridge  
 In re Maloney & anr, Infants, & Lands  
 Clauses, &c, Act  
 In re Dawson Taylor v Dawson  
 In re Dixon Byram v Tull  
 In re Terrey Terrey v Pitter

King v Palmer  
 In re Goodall & Son's Trade-Mark, No  
 72,836, and opposition, &c  
 In re Harrison Townsend v Harrison  
 In re Wrigglesworth Wrigglesworth  
 v Stwart  
 In re G Sargent Hubert v Blagg  
 In re Bath Bath v Bath  
 Kelly v Heathman adj sums (to come  
 on with action)  
 In re the New North Staff Coal, &c,  
 Co  
 In re Parry Scott v Leak  
 In re Rhodes Newman v Rhodes  
 Landowners, West of England, &c, Co  
 v Ashford  
 In re Harris Moseley v Chater  
 In re Musgrave Musgrave v Mus-  
 grave

Before Mr. Justice STIRLING.  
 Causes for Trial (with witnesses).  
 Rees v Richmond actn & motn for  
 judge  
 Harwood v Stedworthy actn  
 Same v Same actn (transfd from  
 Q B Div)  
 Hainsworth v Smart act  
 Heath v Duke of Abercorn act  
 Societe Anonyme, &c v Perangus & Co  
 actn  
 McNeill v Webb actn (transfd from  
 Q B Div)  
 In re Wilson Wilson v Price actn  
 Vernon v Darlaston Coal & Iron Co  
 actn  
 McEuen v Pepys act (transfd from  
 Q B Division)  
 Sibthorpe Dairy Co, Id v Hill act  
 Wilkinson & Co v W Taylor, Jun &  
 Co, Id act  
 Lavery v Kirk act  
 H Warner & Co v J Warner act  
 Ward v James act  
 Barnett v King action  
 Cook v Loveme act  
 J Rolls & Sons, Id v G Rolls & ors  
 act  
 Countess of Ellesmere v Davis (sued  
 &c) act  
 Hopcraft v Hopcraft act  
 Hatfield v Nunn and ors act  
 Smith v Church act  
 Edney v Modell act  
 Brown v Margrave act  
 Ulman v Cohen act  
 Greenwood & Co v Shaw act (19 June)  
 In re Longstaff Longstaff v Longstaff  
 act  
 Schulz v Vasmer act  
 Burrough v Taylor act  
 Oliver v Hunting act  
 Duncan v Dixon act  
 Wallis v Lomas act  
 Wakeman v Nixon act  
 Hemmings v Isaacson act  
 Easton v Dawney act  
 In re Warren Raudleson v Raudleson  
 act  
 In re New Durham Salt Co, Id & Co's  
 Acts motn to go into witness list  
 The Briton Medical & Gen Life Assoc,  
 Id v Monckton act  
 Ritson v Hendon Paper Works Co, Id  
 act  
 Davidson v Richardson act  
 Gale v Franklin act  
 In re Walker Walker v Walker act  
 Elliott v Denham act  
 Edgerton v Neale act

Causes for Trial without Witnesses and  
 Adjourned Summons.  
 Hambr v La Terriere act  
 In re Yeoland Consols Id & Co's Acts  
 min  
 In re The Mexican Copper Co, Id &  
 Co's Acts min set down by order,  
 cross exam  
 In re Jackson Jackson v Jackson  
 adj sums  
 In re Cochrane Sharrod v Mather  
 adj sums  
 In re Sale Scott v Hogden adj sums  
 In re Grundy Scott v Grundy adj  
 sums  
 In re Hardinge Tarleton v Middlesex  
 Hospital adj sums  
 Steel v Steel adj sums  
 Same v Same adj sums  
 In re Blase Jones v Blake (appln. of  
 H Blake) adj sums

In re Same Same v Same (appln of  
 pte) adj sums  
 In re Maunsell Maunsell v Maunsell  
 adj sums  
 In re Pepys & McEuen's Contract &  
 V & P Act (vendo) adj sums  
 In re Sava (purchaser) adj sums  
 In re Geldard Morrish v Killison adj  
 sums  
 In re Bourchier Merriman v Shepherd  
 adj sums  
 Evans v Evans m f j  
 Probyn v Law Guarantees & Trust Soc,  
 Id act  
 In re Philipott Wylde v Philipott adj  
 sums  
 In re Carter's Estate Chandler v  
 Major adj sums  
 In re the Uxbridge & Richmond Ry  
 Bill clm (expte H W Way)  
 In re the same (expte H J Grainger)  
 claim  
 In re the same (ex parte S & W Har-  
 man) claim  
 In re the same (ex parte J S McIntyre)  
 claim  
 Hall v Powell Powell v Hall act  
 In re Newbold Hare v Stone-Wigg  
 special case  
 In re Thomas Thomas v Legg adj sums  
 Eddowes v The Argentine Loan &c, Co  
 adj sums  
 In re Whitehead Whitehead v White-  
 head adj sums  
 In re Metcalfe Metcalfe v Blencow  
 adj sums  
 In re G Euen Stewart v Euen adj  
 sums  
 Porter v Sears point of law  
 In re Williams Gough v Williams  
 adj sums  
 In re Jodrell Jodrell v Seale adj  
 sums  
 In re Forteath Hawkeley v Goodwin  
 adj sums  
 In re Gaitskill Griffin v Gaitskill adj  
 sums  
 Fisher v Shirley adj sums  
 In re Harrison Salt v Pike adj sums  
 Thomas v Acland m f j  
 In re Corfield In re Howell Phillips  
 v Phillips adj sums  
 In re Parker Bishop of Wakefield v  
 Parker adj sums  
 In re Brighton Music Co, 11, & Co's  
 Acts adj sums  
 In re Blatch Blatch v Feander adj  
 sums  
 In re Foster Foster v Tighe adj sums  
 In re Cross Cuturi v Cross adj sums  
 In re Tyack Tyack v Tyack act  
 In re E Rosher Milroy v Hulkes adj  
 sum 21 March, 1889  
 In re Rosher Milroy v Rosher adj  
 sum dated 21 March, 1889  
 In re Rosher Rosher v Hulkes adj  
 sum dated 5 Dec, 1888  
 In re Paxton Northey v Wavell adj  
 sums  
 In re MacIver MacIver v MacIver  
 adj sums dated 18 Dec, 1888  
 In re MacIver MacIver v MacIver  
 adj sums dated 7 May, 1889  
 In re the Mutual & Permanent Benefit  
 Bldg Soc & Co's Acts adj sums  
 In re Barnard James v Tripp adj  
 sums  
 In re Thomas & Turner's Contract  
 Turner v Thomas adj sums  
 Beresford v Campbell adj sums  
 In re the Hodgkin's Estate Lemty v  
 Hodgkin adj sums  
 In re Joseph Bird's Estate & L C Act,  
 1846 adj sums  
 Price v Tucker m f j (short)

Further Considerations.  
 In re Kelsall Peake v Kelsall Watley  
 v Kelsall fur con  
 Maple v Haywood fur con  
 In re Taylor Hughes v Bewley fur  
 con (short)  
 In re Mills Mills v Mills fur con

Before Mr. Justice KEKEWICH.  
 Transferred from Justices CHITTY,  
 NORTH and STIRLING, for Trial or  
 Hearing only—by Order, dated May  
 29, 1889.

Friend v Bell act  
 Hicks v Stone act  
 Hargreaves v Fuller act

Grant v Thompson's Patent, &  
 Switchback Ry Co, Id act  
 In re Churcher In re Holmes For-  
 rester v Holmes act  
 Myers v Catterton act  
 Tritton v Tritton act  
 In re Lillie Lillie v Carswell adj  
 sums  
 In re Lillie Lillie v Carswell adj  
 sums  
 Pelletier v Jessen act  
 Burford v Sibyl act  
 Reilly v Booth act  
 Gray v Smith Bennett v Gray act &  
 m f j  
 Wallis v Sayers act  
 Wallis v Sayers act  
 Wooldridge v Whitehead act  
 Herbertson v Bowser, Ormston, & Co  
 act  
 Theologo & Sons v Spartali & Co  
 counterclaim Phillipides v Theologo  
 & Co orig actn discord  
 Thomas v Thomas act  
 Lewis v Dutton act & m f j  
 Hartley v Watson act  
 Clarke v Roberts act  
 Scott v Snapp act  
 Hunt v Woods act  
 Biore v Ashby act & 3rd party notice  
 Reinhardt v Mentasti Bros act  
 Rogers v Loibl act  
 Avill & Smart, Id v Grover act  
 Evans v Ellis act  
 Neville v Wilson act  
 Roberts v Roberts act & m f j  
 Maynard v Toby Foby v Maynard  
 Chivers v Maynard act  
 Macevay v Holt act  
 Brand v Dellaiana act  
 Ayres v Cooke act  
 Hammond v Gurney & Co act  
 Edderwick v Alden act  
 In re Hutchings Hutchings v Daaltry  
 act  
 In re Shaw Rumsey v Shaw act  
 Sergeant v Sturge act  
 Hawes v Andrade act  
 The Gen Public Works & Assets Co,  
 Id v Bengal act  
 Davies v Nash act  
 Legge v Norworthy act  
 Fothergill v Evans act  
 Neiland v Universal Stock Exchange  
 Co, Id, & ors act  
 Figgis v Bruce act  
 Williamson v Hine Bros act  
 In re Parsons Schreiber v Hayward  
 act  
 Worman v Worman act  
 In re Wetmore Sharpe v Corinock act  
 Ryba v Powell act  
 McMurray v Cardwell act  
 Parry v Pym act  
 Tottman v McMullen act  
 Jones v Simes act  
 Cockburn v Crisp Crisp v Cockburn  
 act  
 Johnson v Hobman act  
 Wood v Jones act  
 Brown v J Hall & Co act  
 Newman v Stone act  
 Tomkinson v Baron Penrhyn act  
 Williams, Jan v S Nye & Co act  
 In re G Stokes Cooper v Stokes act  
 Bartlett v Bishop act  
 Kendall v Lowles act  
 Daw v Woodcock act  
 Martyr v Blackaby act

FOUR

Gill Shelton act  
 In re Hall Eddison v Conyers act  
 Harrod v Page act  
 Sergeant v Pyle act (June 25)  
 In re Metcalfe Metcalfe v Metcalfe act  
 Bateman v The Holborn Restaurant, Id  
 act  
 Linton v J. Vavasseur & Co act  
 Baker v The Neath & Bristol Steam-  
 ship Co, Id act  
 Steerman v The Southern Counties  
 Deposit Bank, Id act  
 Vestry of St Lukes, Middx v The  
 Regent's Canal, City and Docks Ry  
 Co act  
 Serahli v Bott act  
 Kirkley v Sutcliffe act  
 Sampson Low v Bentley act  
 The Deutsche Fabrik v Wertheim act  
 Tinkler v Graves act  
 Bournemouth Comms v Holden act  
 Lidiard v Lamb act

Coulson v Kennedy act  
In re J H Jones Biden v Jones act  
Cruikshank v D Watney & Sons, Id act  
Darby v Newman act  
Blagrove v Blagrove  
Van Gelder, Aspin, & Co v The

Sowerby Bridge United District  
Flour Soc act  
In re Smith Wormald Whitaker v  
Paley act  
Spencer v Wood act (Liverpool D R)

BROADBRIDGE, MARY, New Fishbourne, Sussex. July 16. Bowton, Chichester  
CARVER, WILLIAM, Manchester, Common Carrier. July 8. Collier & Carver,  
Manchester  
COLLETT, DANIEL, Weymouth, Engineer. June 30. Bowen & Symes, Weymouth  
DARNTON, WILLIAM, Dawes rd, Fulham, Restaurant Keeper. July 22. Ingle,  
Queen st, Cannon st  
DAY, EDMUND STANTON, Carlton Hill, St. John's Wood, Esq. July 6. Street &  
Pounder, Lincoln's Inn  
DIBB, CAROLINE SARAH, Kingston upon Hull. Aug 1. Barker, Hull  
DIBB, WILLIAM THOMAS, Kingston upon Hull, Gent. Aug 1. Barker, Hull  
EASON, MARY, Ladbroke Grange, Notting Hill. July 15. Ballois & Co, Bernes st  
ELY, ALFRED POLLEY, Copford, Essex, Miller. July 27. Beaumont & Son,  
Coggeshall  
FARFOW, EDMUND, Tost Monk, Norfolk, Farmer. July 16. Copeman & Cadge,  
Loddon, nr Norwich  
FISHER, JAMES ATKINSON, South Melbourne, Victoria, Gent. July 1. Johnson  
& Co, King's Bench Walk, Temple  
FARRAR, JAMES BURG, Civil Engineer. July 21. Warlock & Co, Birr  
FENTON, HARRIET HONEY, Bassetford rd, Upper Tooting. June 1. Francis &  
Collier, Austin Fenton  
GOODYR, WILLIAM JOHN, Duffield, Ella, Manufacturer. July 1. Ward, Dudley  
GRAHAM, JAMES, Stainforth, Sunbury, Esq. July 20. Stock, Bridge Chambers,  
Queen Victoria st  
GREEN, BENJAMIN, Malvern Link, Worcester, Gent. July 21. Balon, Bir-  
mingham  
GREENWOOD, JAMES, Skipton, Yorks. June 21. Wavell & Co, Halifax  
HARRIS, HARRIET, Kirton Fen, Lincs. Aug 1. Sills, Boston  
HEYGATE, CHARLES, West Hadlow, Northampton, Esq. July 13. T & H C Fox,  
Lutterworth, Leicestershire  
HOATH, MARTIN JOSEPH, Bacton, Linfield, Surrey, Gent. June 20. Russell &  
Co, Old Jarrow Chambers  
LANGFORD, ROBERT, Painswick, Cornwall, Merchant. Aug 1. Willis, Balmin  
LEE, LOUISA, Argyle rd, Teddington. June 21. Herbert, Cork st, Burlington  
gardens  
LEGGOTT, CHARLES, Kingston upon Hull, Cabinet Maker. Aug 1. Jackson, Hull  
MAYDON, BENJAMIN, Armath rd, Roman rd, Old Ford, Butcher. July 16.  
Romney, Basingstoke  
MIRAD, JAMES, Clifton, Beds, Wheelwright. June 21. Wale, Gary, Shefford, Beds  
NOBURY, THOMAS, Wilmslow, Chester, Farmer. Aug 8. Toy, Wilmslow  
PHILPOT, Rev WILLIAM BENJAMIN, South Bersted, nr Bognor, Sussex. July 10.  
White & Co, Whitshall pl  
PILKINGTON, WILLIAM, Hindley, Lancs. June 20. Bryan, Hindley  
RANKIN, WILLIAM BAYNE, Hoddesdon, Lancs, Esq. Aug 10. Dunster & Chap-  
man, Houghton st, Caversham sq  
SCALF, MARTIN, North, Glam, Solicitor. July 4. Thomas, North  
STEED, JOHN, 44 Coggeshall, Essex, Painter. July 27. Beaumont & Son,  
Coggeshall  
UNSWORTH, WILLIAM, Hindley, Lancs, Brewer. Aug 1. Bryan, Hindley  
WATSON, GEORGE HENRY, Hull, Accountant. Aug 1. Barker, Hull  
WEBSTER, GEORGE EDWARD, Church rd, Upper Norwood, Surgeon. Aug 10.  
Chandler, Bishop's Stortford  
WHITHAM, ELIZABETH, Kirkoswald, Cumb, Innkeeper. July 25. Blackburn &  
Main, Carlisle

### WINDING UP NOTICES.

*London Gazette*.—FRIDAY, June 14.  
JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

F. ALLEN, LIMITED.—Pet for winding up, presented June 12, directed to be  
heard before Stirling, J., on Saturday, June 23. Smith & Co, Aldermanbury,  
solitors for petitioners

UNLIMITED IN CHANCERY.

PLYMOUTH, DEVONPORT, AND DISTRICT TRAMWAYS CO.—Chitty, J., has, by an  
order dated March 6, appointed John Edwin Denney, 4, Coleman st, to be  
official liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

LIVERPOOL, ISLE OF MAN, & SOUTH OF SCOTLAND STEAM CARRYING CO., LIMITED.—  
By an order made by the Vice-Chancellor, dated June 3, it was ordered that  
the company be wound up. Madden & Co, Liverpool, solitors for petitioners

FRIENDLY SOCIETIES DISSOLVED.

ANCIENT ORDER OF FORESTERS SOCIETY, COURT CONTENT, Star Hotel, Slalithwaite,  
York. June 11

CHARITABLE AND BROTHERLY SOCIETY, Full Moon Public-house, Carcroft, Don-  
caster. June 11

COLDHURST CHURCH FRIENDLY SOCIETY, Coldhurst Church Schools, Crompton st,  
Oldham, Lancaster. June 8

SHEPPY BRITONS SOCIETY, Crown Inn, Sheerness, Kent. June 8

*London Gazette*.—TUESDAY, June 18.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CORDOVA UNION GOLD CO., LIMITED.—Pet for winding up, presented June 14,  
directed to be heard before Kay, J., on Saturday, June 29. Ellis & Co, St  
Swithin's lane, solitors for petitioners

J. LEWIS MILLS & CO., LIMITED.—Kay, J., has, by an order dated June 4,  
appointed John James Kent, 55, Basinghall st, to be provisional official  
liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

MANCHESTER BUILDERS' SUPPLY CO., LIMITED.—Fox-Bristow, V.C., has fixed  
Friday, June 28, at 2, at the Duchy chamber, Clarence st, Manchester, for  
appointment of official liquidator

### CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

*London Gazette*.—FRIDAY, June 7.

ALVIS, WILLIAM, Coldwath, Glos, Farmer. July 1. Gill & Bush, Bath  
AMBRIDGE, JOSEPH BENEDICK, Northampton. June 21 Andrew & Smith,  
Northampton  
BAKER, ANN, Key hill, Birmingham. June 30. Baker & Sutton, Birmingham  
BIRCHALL, WILLIAM, Waterloo, nr Liverpool, Gent. July 18. Jones & Co,  
Liverpool  
BOETON, THOMAS, Fewcoff, Stoke Lyne, Oxon, Gent. June 24. Kinch, Duddington

WARNING TO INTENDING HOUSE PURCHASERS & LESSERS.—Before purchasing or  
renting a house have the sanitary arrangements thoroughly examined by an expert  
from The Sanitary Engineering & Ventilation Co., 65, 1st Victoria st, West  
minster (Established 1875), who also undertake the Ventilation of Offices, &c. [ADVT]

### BANKRUPTCY NOTICES.

*London Gazette*.—FRIDAY, June 14.

RECEIVING ORDERS.

BAGWALL, FRANCIS JOHN, York, Provision Dealer  
York Pet June 19 Ord June 12

BAILY, JOHN, Landport Fruiterer Portsmouth  
Pet June 11 Ord June 11

BEAUMONT, GEORGE BARBER, Eldon rd, Kensington,  
Outside Stock Broker High Court Pet June 5  
Ord June 8

BOBART, WILLIAM CHARLES, Minster in Sheppey,  
Kent, Grocer, Rochester Pet June 8 Ord  
June 8

BOOCOCK, JOHN, Bury St Edmunds, Butcher Bury St  
Edmunds Pet June 12 Ord June 12

BRAY, ALFRED ROBERT, Herne Bay, Kent, Watch-  
maker Canterbury Pet June 7 Ord June 7

BUTTERFIELD, HENRY, Great Grimsby, Salmaker  
Great Grimsby Pet June 6 Ord June 6

CHAPMAN, WILLIAM, Loddon, Norfolk, Farmer Great  
Yarmouth Pet June 11 Ord June 11

CLEGG, EARL, Nottingham, Boot Dealer Notting-  
ham Pet June 12 Ord June 12

COOPER, JOHN THOMAS, Church Gresley, Derbyshire,  
Labourer Burton on Trent Pet June 11 Ord  
June 12

COWELL, CHARLES, Plymouth, Shoewing Smith East  
Stonehouse Pet June 8 Ord June 8

DERENHAN, EDWIN, Huddersfield, Photographer,  
Huddersfield Pet June 8 Ord June 8

DUBOSKI, ISHER, and HARRY DUBOSKI, Wentworth  
st, Whitechapel, Grocers High Court Pet June 11  
Ord June 11

FENTON, JOSEPH, and CHARLES WILLIAM QUICK,  
Little Pulteney st, Soho, Hardware Workers  
High Court Pet May 27 Ord June 8

FORD, GEORGE, Ringmer, Sussex, late Butcher Lewes  
and Eastbourne Pet June 11 Ord June 11

FOSTER, STEPHEN, Esher, Wool Merchant King-  
ston, Surrey Pet June 8 Ord June 8

GASKILL, FREDERICK M., Liverpool, Forwarding  
Agent Liverpool Pet May 31 Ord June 12

GODWIN, GEORGE, Landport, Grocer Portsmouth  
Pet June 11 Ord June 11

GRIFIN, GEORGE, Albion Works, King's Cross,  
Civil Engineer High Court Pet June 12 Ord  
June 12

HILLIER, WILLIAM JAMES, Crediton, Devon, Grocer  
Exeter Pet June 11 Ord June 11

JAMES, WILLIAM ARTHUR, Crickhowell, Brecon,  
Draper Tredgar Pet June 11 Ord June 11

LEE, ALFRED, Nottingham, Tobacconist Notting-  
ham Pet June 7 Ord June 7

LLEWELLYN, REES, Graig, Ystrad, Glam, Tin Roller  
Neath Pet June 8 Ord June 8

MAYKIN, HENRY, Hunslet, Engine Fitter Leeds Pet  
June 8 Ord June 8

MCCULLOCH, JOHN, South Shields, General Dealer  
Newcastle on Tyne Pet June 8 Ord June 8

MILLER, GERALD CHAMPION, late Lloyd's, Royal Ex-  
change, Underwriter High Court Pet May 18  
Ord June 12

MORRISON, G., Gidley Hill, Norwood, Dairymen  
High Court Pet May 29 Ord June 12

OGDEN, EDWARD BICKERSTAFFE, West Hartlepool,  
Wholesale Stationer Sunderland Pet June 8  
Ord June 8

PALMER, THOMAS FREDERICK, Nottingham, Picture  
Dealer Nottingham Pet June 8 Ord June 8

PEARSON, CHARLES, Nottingham, late Greengrocer  
Nottingham Pet June 12 Ord June 12

PIXTON, ALBERT, Bury, Cabinet Maker Bolton Pet  
June 19 Ord June 12

SATTERFORD, WILLIAM HILL, Plymouth, Refresh-  
ment-house Keeper East Stonehouse Pet June  
11 Ord June 11

SENIOR, WILLIAM HENRY, Norton, nr Doncaster,  
Labourer Sheffield Pet June 8 Ord June 8

TAYLOR, JOHN BAENETT, Cheltenham, Piano Forte  
Seller Cheltenham Pet June 4 Ord June 4

WHITE, WILLIAM, and SAMUEL WHITE, Plumtree,  
Notts, Ironfounder Nottingham Pet June 12  
Ord June 12

WILLIAMS, JOHN, Aberkenfig, nr Bridgend, Glam,  
Grocer Cardiff Pet June 7 Ord June 7

WILLIAMS, WILLIAM ALLEN, Catford, Kent, Au-  
tioneer Greenwich Pet April 15 Ord June 7

WREN, JOHN, Northampton, Builder Northampton  
Pet June 6 Ord June 6

WRIGHT, DAVID HENRY, Copenhagen st, Islington,  
Ollman High Court Pet June 8 Ord June 8

YATES, THOMAS, Portsmouth, Bootmaker Ports-  
mouth Pet June 12 Ord June 12

### FIRST MEETINGS.

ABRAHAMS, ABRAHAM, Bedford row, Solicitor June  
25 at 11.30, Carey st, Lincoln's Inn fields

ADAMS, EDWARD THOMAS, Osborne grove, Upper  
Tollington Park, Builder June 25 at 12.30, Carey  
st, Lincoln's Inn fields

BAGNALL, FRANCIS JOHN, York, Provision Dealer  
June 25 at 12.15 Off Rec 28, Stonegate, York

BAILLY, JOHN, Landport, Fruiterer June 25 at 3.30  
168, Queen st, Portsdown

BEAUMONT, GEORGE BARBER, Eldon rd, Kneelington,  
Outside Stock Broker June 25 at 2.30 33, Carey  
st, Lincoln's Inn fields

PIDDLE, DANIEL, Oxford, Furniture Dealer June 24  
at 11.30 1. St Aldate's, Oxford

BINGLEY, JAMES, Leeds, Cloth Merchant June 24 at  
12 Off Rec 22, Park row, Leeds

BOBART, WILLIAM CHARLES, Minster in Sheppey,  
Kent, Grocer June 22 at 11 Off Rec, High st,  
Rochester

BOOTH, WILLIAM HENRY, Southsea, Baker June 24  
at 3.30 Queen st, Portsdown

BUTTERS, JOHN, Oxford, Dental Surgeon June 25 at  
3.15 St Aldate's, Oxford

CARTER, JOSEPH, New Swindon, Wilt., Machineman  
in G. W. R. Works June 21 at 12.30 Off Rec, 32,  
High st, Swindon

CHAPMAN, WILLIAM, Loddon, Norfolk, Farmer June  
21 at 12 Off Rec 8, King st, Norwich

COLLINS, ARTHUR, Grantham, Hide Broker June 22  
at 11 Off Rec 1, High pavement, Nottingham

COWELL, CHARLES, Plymouth, Shoeing Smith June  
21 at 11.30 Atheneum ter, Plymouth

CRABB, JOHN NEWLAND, (Sesame Estate), Enfield,  
Builder June 21 at 11 No. 16 Room, 39 an 1.31,  
St Swithin's lane

DEANE, JOHN, Scunthorpe, Cheshire, Boot Dealer  
June 25 at 12 Off Rec 35, Victoria st, Liverpool

DERENHAM, EDWIN, Huddersfield, Photographer

June 22, 1889.

June 22 at 11 Haigh & Son, Solicitors, New st, Huddersfield

EVERETT, ALFRED POORE, New Hampton, Builder June 21 at 11 No. 16 Room, 30 and 31, St Swithin's lane

FLETCHER, JOSEPH, and WILLIAM HULME, Horwich, Lancs, Brickmakers June 21 at 11 16, Wood st, Bolton

GAILEY, JOSEPH, York, Builder June 28 at 11.30 Off Rec, 28, Stonegate, York

GODWIN, GEORGE, Landport, Grocer June 25 at 12 108, Queen st, Portsea

HADLEY, TIMOTHY, Berwick st, Soho, Cheesemonger June 26 at 12 33, Carey st, Lincoln's Inn fields

HALL, THOMAS, Twyford, Bucks, Agricultural Labourer June 22 at 3.30 1, 88 Aldate's, Oxford

HARRISON, JABEZ, and JOHN NEWLAND CRABB, Enfield, Builders June 21 at 11 No 16 Room, 30 and 31, St Swithin's lane

HARRISON, JABEZ (sep estate), Enfield, Builder June 21 at 11 No 16 Room, 30 and 31 St Swithin's lane

HART, JOHN WILDEN, Brighton, Stationer June 22 at 11 Off Rec, 4, Pavillon bldgs, Brighton

HICKINBOTHAM, WILLIAM, Park rd, Teddington, Builder June 21 at 12 Cannon at Hotel

KIME, JONAS, Fulbeck, Lincs, Shopkeeper June 21 at 11 Off Rec, 1, High pavement, Nottingham

LEE, ALFRED, Nottingham, Tobacconist June 22 at 12 Off Rec, 1, High pavement, Nottingham

LIVEMORE, CHARLES, Penarth, Glam, Manufacturer of Knitted Garments July 8 at 11 Off Rec, 29, Queen st, Cardiff

LOED, JOHN, Belgrave, Leics, Boot Manufacturer June 24 at 12.30 Off Rec, 28, Friar Lane, Leicester

MCCULLOCH, JOHN, South Shields, General Dealer June 22 at 10.30 Off Rec, Pink Lane, Newcastle on Tyne

MOSLEY, HENRY KINGDON, Ipswich, Solicitor June 21 at 12.15 Off Rec, Ipswich

PONTON, WILLIAM, Crewe, Solicitor June 19 at 11 Royal Hotel, Crewe

SCRIB, EDWARD THEODORE, Tuilerie st, Hackney rd, Timber Merchant June 26 at 11 33, Carey st, Lincoln's Inn

SQUIRE, ALFRED, Wrotham rd, Camden Town, Pianoforte Maker June 25 at 1 33, Carey st, Lincoln's Inn

STEPHENSON, HARRY HERBERT JOHN, Selly Oak, Warwick, Wine Merchant June 21 at 11 25, Colmore row, Birmingham

SUGARS, ADELAIDE, Hemel Hempstead, Herts, Butcher June 21 at 11 Geo Annesley, solor, St Albans

TEASDALE, THOMAS, Leadenhall st, Commission Agent June 26 at 12 Bankruptcy bldgs, Lincoln's Inn

TYLLEY, EBENEZER, St Martin's Lane, Charing Cross, Solicitor June 26 at 11 Bankruptcy bldgs, Lincoln's Inn

UNDERWOOD, A. J., Birmingham, Pianoforte Dealer June 22 at 11 Chief Off Rec, 33, Carey st, Lincoln's Inn

WELSHMAN, ROBERT, Huddersfield, Draper's Assistant June 21 at 8 Haigh & Son, solors, New st, Huddersfield

WOOTTON, MARY, Fikerton, Notts, Dressmaker June 21 at 12 Off Rec, 1, High pavement, Nottingham

WOOTTON, THOMAS, Fiskerton, Notts, Commission Agent June 21 at 12.30 Off Rec, 1, High pavement, Nottingham

YATES, THOMAS, Portsmouth, Bootmaker June 26 at 12 166, Queen st, Portsea

ADJUDICATIONS.

ADAMS, EDWARD THOMAS, Osborne grove, Upper Tollington pk, Builder High Court Pet April 29 Ord June 12

ALLEN, J. BARROW, Gt Percy st, Clerkenwell, occupation unknown High Court Pet March 25 Ord June 8

BAGWELL, FRANCIS JOHN, York, Provision Dealer York Pet June 12 Ord June 12

BAILEY, JOHN, Landport, Fruiterer Portsmouth Pet June 11 Ord June 11

BARNETT, ABRAHAM, Finsbury sq, Solicitor High Court Pet May 8 Ord June 11

BARNWELL, STEPHEN, Birmingham, Restaurant Keeper Birmingham Pet May 23 Ord June 6

BIDDLE, DANIEL, Oxford, Furniture Dealer Oxford Ord May 29 Ord June 11

BOADATE, WILLIAM CHARLES, Minster in Sheppey, Kent, Grocer Rochester Pet June 7 Ord June 8

BRAY, ALFRED ROBERT, Herne Bay, Kent, Watchmaker Canterbury Pet June 7 Ord June 7

BROWN, C. E. GORE, Alliance Club, St James's sq High Court Pet Feb 1 Ord June 11

BUTTERFIELD, HENRY, Gt Grimsby, Sailmaker Gt Grimsby Pet June 6 Ord June 6

BUTTERES, JOHN, Oxford, Dental Surgeon Oxford Pet June 5 Ord June 12

CHAPMAN, THOMAS, Staines, Grocer Kingston, Surrey Pet May 27 Ord June 11

CHAPMAN, WILLIAM, Loddon, Norfolk, Farmer Gt Yarmouth Pet June 11 Ord June 11

CHILD, WILLIAM JAMES, and GEORGE CHILD, Bush rd, Lower rd, Rotherhithe, Ship Smiths High Court Pet May 29 Ord June 11

CLEGG, EARL, Nottingham, Boot Dealer Nottingham Pet June 12 Ord June 12

COOPER, JOHN THOMAS, Church Gresley, Derbyshire Labourer Burton on Trent Pet June 12 Ord June 12

COWELL, CHARLES, Plymouth, Shoeing Smith East Stonehouse Pet June 7 Ord June 8

COX, ARTHUR WELLINGTON, Maddox st, Regent st, Gold Lacesman High Court Pet April 27 Ord June 6

CUTHBERT, GEORGE, Gt Stambridge, Essex, High Court Pet March 17 Ord June 11

DUBOSKI, ISHER, and HARRY DUBOSKI, Wentworth st, Whitechapel, Grocers High Court Pet June 11 Ord June 11

EVERETT, ALFRED POORE, New Hampton, Builder Kingston, Surrey Pet April 9 Ord June 11

FARROW, THOMAS, King's Lynn, Bookseller King's Lynn Pet May 31 Ord June 8

FORD, GEORGE, Ringmer, Sussex, late Butcher Lewes and Eastbourne Pet June 11 Ord June 11

GODWIN, GEORGE, Landport, Grocer Portsmouth Pet June 11 Ord June 11

HALL, THOMAS, Twyford, Bucks, Agricultural Labourer Banbury Pet May 29 Ord June 11

HART, JOHN WILDEN, Brighton, Stationer Brighton Pet June 3 Ord June 12

HILL, JOHN, Swansea, Inn Manager Swansea Pet June 5 Ord June 7

HILLIER, WILLIAM JAMES, Crediton, Devon, Grocer Exeter Pet June 7 Ord June 11

KAISER, MARY, Leamington, Optician Warwick Pet June 3 Ord June 8

KATZ, SIROMUND, Cross st, Finsbury, Furniture Dealer High Court Pet May 29 Ord June 7

LEACH, WILLIAM CAMPBELL, Fenchurch st, India-rubber Merchant High Court Pet May 19 Ord June 12

LEE, ALFRED, Nottingham, Tobacconist Nottingham Pet June 7 Ord June 7

LINDSEY, JAMES JOHN, Mile End rd, Cheesemonger High Court Pet May 21 Ord June 11

LION, MICHEL, Artillery Lane, Bishopsgate, Boot Manufacturer High Court Pet May 9 Ord June 12

LLEWELYN, REES, Graig, Ystalyfera, Glam, Tin Roller Neath Pet June 8 Ord June 8

LUITON, FREDERIC CHARLES, Ballater rd, Acre Lane, Brixton Clerk in G. P. O. High Court Pet May 2 Ord June 8

MAYKIN, HENRY, Hunslet, Leeds, Engine Fitter Leeds Pet June 6 Ord June 6

PARSONS, WALTER AVANT, Heath st, Hampstead, Fancy Draper High Court Pet May 31 Ord June 11

PEGG, JAMES, Long Sutton, Lincs, Linen Draper King's Lynn Pet May 10 Ord June 11

POTTER, ROBERT WILLIAM, Aston, nr Birmingham, Baker Birmingham Pet April 12 Ord April 12

SENIOR, WILLIAM HENRY, Norton, nr Doncaster, Labourer Sheffield Pet June 8 Ord June 8

SKETCHLEY, THOMAS, Birmingham, Baker Birmingham Pet May 22 Ord June 6

SQUIRE, ALFRED, Wrotham rd, Camden Town, Pianoforte Maker High Court Pet April 3 Ord June 12

WALLING, WILLIAM, Hele, St Mary Church, Devon, Oil Dealer Exeter Pet June 6 Ord June 6

WALLIS, WILLIAM L., Eastleigh, Bi-hopstone, Hants, Auctioneer Southampton Pet April 21 Ord June 8

WATTS, ERNEST, Wadhurst, Sussex, Grocer Tunbridge Wells Pet June 1 Ord June 6

WELSHMAN, ROBERT Huddersfield, Draper's Assistant Huddersfield Pet June 7 Ord June 8

WILLIAMS, JOHN, Aberkenfig, nr Bridgend, Glam, Grocer Cardiff Pet June 7 Ord June 7

WREN, JOHN, Northampton, Builder Northampton Pet June 6 Ord June 6

WRIGHT, DAVID HENRY, Copenhagen st, Islington, Oiham High Court Pet June 8 Ord June 12

YOUNG, FRANK, and EDWIN EDBROOK, Borough High st, Licensed Victuallers High Court Pet May 10 Ord June 12

London Gazette.—TUESDAY, June 18.

RECEIVING ORDERS.

BRICKLAND, WALTER, Abingdon, Berks, China Merchant Oxford Pet June 13 Ord June 13

CASSELS, JOHN DONALDSON, Newcastle on Tyne, Hat Maker Newcastle on Tyne Pet June 14 Ord June 14

COOPER, HENRY WALBAN, Middlesborough, Wine Merchant Middlesborough Pet June 11 Ord June 11

COPE, JAMES, Maney, Sutton Coldfield, Warwick, Builder Birmingham Pet June 13 Ord June 13

CRIPPS, JOHN, South Eston, nr Middlesborough, Grocer Middlesborough Pet May 27 Ord June 14

DAY, WILLIAM HENRY, St Neots, Hunts, Auctioneer Bedford Pet May 22 Ord June 15

EVANS, ROBERT PUGH, Bangor, Auctioneer Bangor Pet June 13 Ord June 13

FENWICK, WILLIAM, Romford rd, Forest Gate, Plumber High Court Pet June 14 Ord June 14

GLEDDILL, GREENWOOD, and BENJAMIN GREENWOOD, Walsden, nr Todmorden, Lancs, Stone Dealers Burnley Pet June 14 Ord June 14

GOTTO, BRAMSTON, York rd, King's Cross, Army Contractor High Court Pet June 14 Ord June 14

GREEN, SAMUEL, Nottingham, Baker Nottingham Pet June 14 Ord June 14

GRIFFIN, THOMAS HENRY, Peterborough, Corn Merchant Peterborough Pet June 15 Ord June 15

GRIFFITHS, THOMAS, Llechwedd deri isaf, Llanwenn, Cardiganshire, Coal Dealer Carmarthen Pet June 13 Ord June 13

HENMAN, FREDERICK ALFRED, High st, Camden Town, China Merchant High Court Pet June 13 Ord June 13

HOBSON, BENJAMIN, Heaningley, nr Leeds, Grocer Leeds Pet June 13 Ord June 13

HOLDROGHT, JANE, Warwick, Coal Dealer Warwick Pet May 23 Ord June 12

JAMES, GEORGE RODNETS, Walton, Liverpool, Provision Dealer Liverpool Pet June 4 Ord June 15

JEFFERY, ROBERT, Newport, I. W., Gun Maker Newport Pet June 12 Ord June 12

JONES, FREDERICK WARNER, Leadenhall st, Civil Engineer High Court Pet May 3 Ord May 31

JOYNER, HENRY, London wall, Carver High Court Pet May 19 Ord June 14

LLOYD, JOHN THOMAS, Bilton, Staffs, Tailor Wolvehampton Pet June 13 Ord June 13

LUCAS, JOHN THOMAS, East Stonehouse, Devon, Mason East Stonehouse Pet June 14 Ord June 14

MATTHEWS, EDGAR ALFRED, Newport, Mon, Miller Newport, Mon Pet June 14 Ord June 14

OAKES, EDWIN JAMES, Bridgwater, Cannock, Staffs, Draper Wallall Pet June 13 Ord June 13

PORTELLA, JOAQUIN, Oxford st, Clerk High Court Pet June 14 Ord June 14

POUNSETT, BENJAMIN, Wallingford, Berks, Nurseryman Oxford Pet June 14 Ord June 14

QUARMBY, JOHN, Milnsbridge, nr Huddersfield, Builder Huddersfield Pet June 15 Ord June 15

ROWE, RICHARD, Brooklym rd, Shepherd's Bush, Gt High Court Pet June 15 Ord June 15

SMITH, CHARLES, Ridgway, Wimbleton, Saddle Maker Northampton Pet June 15 Ord June 15

SOUTHWOOD, JAMES, Leeds, Bootmaker Leeds Pet June 14 Ord June 14

THOMAS, CHARLES, and GEORGE EGERTH, Thomas, West Cowes, I. W., Builders Newport and Ryde Pet June 12 Ord June 12

THORNHILL, GEORGE ROBERT, Rochester, Coal Merchant Rochester Pet June 13 Ord June 13

THORNTON, FIRTH, Huddersfield, Cardimaker Huddersfield Pet June 7 Ord June 14

WELSH, SIDNEY, Luton, Beds, Fish Salesman Luton Pet June 15 Ord June 15

WITTY, WILLIAM, Pudsey, Yorks, Joiner Bradford Pet June 13 Ord June 13

YOUNG, JOHN, Leadenhall st, Steamship Owner High Court Pet May 28 Ord June 13

The following amended notice is substituted for that published in the London Gazette of May 31.

COHEN, AARON ALFRED, Oxford gdns, Notting Hill, House Furnisher High Court Pet May 28 Ord May 28

FIRST MEETINGS.

ATACK, JOSEPH, Blackburn, Corn Salesman July 16 at 1 County Court House, Blackburn

ATKINSON, ROBERT PORRIT, Staithes, Yorks, Auctioneer June 26 at 10.30 Court house, Bridge rd, Stockton on Tees

BADDELEY, ALFRED WILLIAM, Leeds, Confectioner June 28 at 11 Off Rec, 2, Park row, Leeds

BEATON, FREDERICK GORE, Brighton, Auctioneer June 28 at 12 Bankruptcy bldgs, Portugal st, Lincoln's Inn

BRAY, ALFRED ROBERT, Herne Bay, Kent, Watchmaker June 26 at 10.30 Bankruptcy bldgs, Lincoln's Inn

BUTTERFIELD, HENRY, Gt Grimsby, Sailmaker June 28 at 11 Off Rec, 3, Haven st, Gt Grimsby

CASSELLS, JOHN DONALDSON, Newcastle on Tyne, Hat Maker June 28 at 10.30 Off Rec, Pink Lane, Newcastle on Tyne

CLEGG, EARL, Nottingham, Boot Dealer June 25 at 12 Off Rec, 1, High pavement, Nottingham

CUTHEER, GEORGE, Gt Stambridge, Essex June 28 at 11 33, Carey st, Lincoln's Inn

DUNNING, JAMES, Stockton on Tees, Hairdresser June 27 at 11 Off Rec, 8, Albert rd, Middleborough

GAILLARD, JULES CHARLES, Prince's st, Whitcomb st, Pall Mall East, Builder June 27 at 12 33, Carey st, Lincoln's Inn

HARRIS, JOHN THOMAS, and THOMAS HENRY TURNFENNY, Watling st, Button Warehousemen June 27 at 11 33, Carey st, Lincoln's Inn

HILLIER, WILLIAM JAMES, Crediton, Devon, Grocer June 25 at 11 18, Bedford circus, Exeter

HOLDROGHT, JANE, Warwick, Coal Dealer June 26 at 11 Off Rec, 17, Hertford st, Coventry

JEFFERY, ROBERT, Newport, I. W., Gun Maker June 26 at 12 Holroyd chbrs, Newport

KNIGHT, SAMUEL, Battersea rise, Builder June 25 at 3 119, Victoria st, Westminster

LEWIS, WILLIAM, Hay, Breconshire, Innkeeper June 28 at 10 2, Offa st, Hereford

LLEWELYN, REES, Ystalyfera, Glam, Tin Roller July 8 at 12 Off Rec, 6, Rutland st, Swansea

MATTHEWS, EDGAR ALFRED, Newport, Mon, Miller June 28 at 12 Off Rec, 12, Tredegar pl, Newport, Mon

MAYKIN, HENRY, Hunslet, Leeds, Engine Fitter June 27 at 11 Off Rec, 22, Park row, Leeds

MILLER, WILLIAM THOMAS, Wolsey mews, Kentish Town, Perambulator Maker June 27 at 12 Bankruptcy bldgs, Lincoln's Inn

PALMER, THOMAS FREDERICK, Nottingham, Picture Dealer June 25 at 11 Off Rec, 1 High pavement, Nottingham

PEARSON, CHARLES, Nottingham, Late Greengrocer June 26 at 11 Off Rec, 1, High pavement, Nottingham

PELLET, FREDERICK, Old Kent rd, Hatter June 27 at 11 Bankruptcy bldgs, Lincoln's Inn

PIXTON, ALBERT, Bury, Cabinet Maker June 28 at 11.30 16, Wood st, Bolton

SENIOR, WILLIAM HENRY, Norton, nr Doncaster, Labourer June 28 at 10.30 Off Rec, Figtrees lane, Sheffield

SHACKLETON, JOSEPH, New Wortley, Leeds, Corn Miller June 28 at 12 Off Rec, 22, Park Lane, Leeds

SKETCHLEY, THOMAS, Birmingham, Baker June 25 at 11 25, Colmore row, Birmingham

TAYLOR, JOHN BARNETT, Cheltenham, Pianoforte Seller June 25 at 3.30 County Court, Cheltenham

THOMAS, CHARLES, and GEORGE EGERTH THOMAS, West Cowes, I. W., Builders June 28 at 2 Holy-  
rood Chambers, Newport, I. W.  
THORNHILL, GEORGE ROBERT, Rochester, Coal Merchant July 2 at 11.30 Off Rec, High st, Roches-  
ter 44.

THOMAS, FIRTH, Huddersfield, Cardimaker June 23 at 3 Haigh & Son, solors, New st, Hudders-  
field.

WALKER, JAMES ROBINSON, Bingley, Beds Tailor June 27 at 19 St Paul's sq, Bedford

WHITE, NATHANIEL, Knightbridge st, Doctors' com-  
munity, Solicitor June 23 at 11 Bankruptcy bldgs,  
Portugal st, Lincoln's inn fields.

WHITE, WILLIAM, and SAMUEL WHITE, Nottingham, Ironfounders June 26 at 12 Off Rec, 4, High  
pavement, Nottingham.

WILLIAMS, JOHN LEWIS, Ystradluw, Swansons Valley,  
Boatman July 8 at 11.30 Off Rec, 6, Rutland st,  
Swansea.

WILLIAMS, WILLIAM HENRY, Birmingham, Baker  
June 23 at 11 25 Colmore Row, Birmingham

WHITE, WILLIAM, Padisey, Yorks, Joiner June 27 at  
11 Off Rec, 31, Manor Row, Bradford

WREN, JOHN, Northampton, Butcher June 25 at 3  
Off Rec, Bank Chambers, Bristol

## ADJUDICATIONS.

BALLARD, ABRAHAM, Bayham st, Camden Town, Cigar Dealer High Court Pet April 11 Ord  
June 13.

BEAUMONT, GEORGE BAKER, Eldon rd, Kensington,  
Outside Stock Broker High Court Pet June 3  
Ord June 13.

BRADSHAW, WILLIAM HARPER, Plaistow, Essex,  
Secretary East London Seaside Home for Poor  
and Deserving Children High Court Pet  
March 29 Ord June 13.

BROWN, JAMES HUMPHREY, Torquay, Draper Exeter  
Pet May 23 Ord June 14.

COOKE, HENRY WALBRAN, Middlesborough, Wine  
Merchant Middlesborough Pet June 11 Ord  
June 11.

DEANE, JOHN, Seacombe, Cheshire, Boot Dealer  
Liverpool Pet May 11 Ord June 13.

FANTON, JOSEPH, and CHARLES WILLIAM, QUICK,  
Little Fulham Pet 11 Soho, Hardware Workers  
High Court Pet May 27 Ord June 15.

FLETCHER, WILLIAM, Derby, Builder Derby Pet  
May 21 Ord June 13.

FOSTER, STEPHEN, Esher, Wood Merchant Kingston,  
Surrey Pet June 8 Ord June 14.

GAETHY, JOSEPH, late of York, Builder York Pet  
June 1 Ord June 13.

GREEN, SAMUEL, Nottingham, Baker Nottingham  
Pet June 14 Ord June 14.

GRIFFIN, THOMAS HENRY, Peterborough, Corn Mer-  
chant Peterborough Pet June 15 Ord June 15.

HENSMAN, FREDERICK ALFRED, High st, Camden  
Town, China Merchant High Court Pet June 13  
Ord June 15.

HILL, HENRY, Huddersfield, Mattress Maker  
Huddersfield Pet May 30 Ord June 14.

HOLSON, BENJAMIN, Headingley, nr Leeds, Grocer  
Leeds Pet June 13 Ord June 13.

HOLDCROFT, JANE, Warwick, Coal Dealer Warwick  
Pet May 23 Ord June 12.

HOOVER, SETH, Cardiff, Grocer Cardiff Pet June 4  
Ord June 14.

JEFFREY, ROBERT, Newport, I. W., Gun Maker  
Newport Pet June 12 Ord June 12.

LEWIS, WILLIAM, Hay, Breconshire, Innkeeper  
Hereford Pet May 24 Ord June 15.

LOWICK, ALFRED THOMAS, Montpelier, Bristol, Com-  
mission Agent Bristol Pet May 27 Ord June 11.

MATTHEWS, EDGAR ALFRED, Newport, Mon., Miller  
Newport, Mon. Pet June 14 Ord June 15.

NEAL, THOMAS, Gresham House, Old Broad st, Secre-  
tary to Public Companies High Court Pet May  
16 Ord June 15.

OAKES, EDWIN JAMES, Bridgtown, Cannock, Staffs,  
Draper Walsall Pet June 12 Ord June 13.

PALMER, THOMAS FREDERICK, Nottingham, Picture  
Dealer Nottingham Pet June 8 Ord June 15.

PEARSON, CHARLES, Nottingham, late Greengrocer  
Nottingham Pet June 12 Ord June 15.

PIXTON, ALBERT, Bury, Cabinet Maker Bolton Pet  
June 13 Ord June 13.

PORELLA, JOAQUIN, Oxford st, Clerk High Court  
Pet June 14 Ord June 14.

QUARMBY, JOHN, Milnsbridge, nr Huddersfield,  
Builder Huddersfield Pet June 15 Ord June 15.

REYNOLDS, HENRY, Burnham, Somerset, Wine  
Merchant Bridgewater Pet April 20 Ord  
June 14.

ROW, RICHARD, Brooklyn rd, Shepherds Bush,  
Gent. High Court Pet June 15 Ord June 15.

SMITH, ALEXANDER, Old st, St Luke's, Boot Manu-  
facturer High Court Pet May 27 Ord June 13.

SMITH, CHARLES, Ridgeway, Wimbledon, Batter  
Northampton Pet June 14 Ord June 15.

SMITH, ROBERT, and JOHN BARNES, Bermondsey sq,  
Bermondsey, Builders High Court Pet May 16  
Ord June 13.

SMITH, THOMAS, George st, Mansion House, Financial  
Agent High Court Pet Oct 4 Ord June 13.

SOAR, THOMAS, Nottingham, Lace Manufacturer  
Nottingham Pet May 24 Ord June 13.

STAFFORD, GEORGE, North bridge, Eldon st, Mer-  
chant High Court Pet May 4 Ord  
June 14.

THORVILL, GEORGE ROBERT, Rochester, Coal Merchant  
Rochester Pet June 13 Ord June 15.

TRUDGITT, JOSEPH, Westbourne, Sussex, Grocer  
Brighton Pet May 23 Ord June 14.

VERNON, ALFRED, Northampton, Shoe Manufacturer  
Northampton Pet April 20 Ord June 15.

WELCH, SIDNEY, Luton, Beds, Fish Salesman Luton  
Pet June 15 Ord June 15.

WHITE, WILLIAM, and SAMUEL WHITE, Nottingham,  
Ironfounders Nottingham Pet June 12 Ord  
June 15.

WHITE, WILLIAM, Allon, Oxford, Kent, Anto-  
nitioner Greenwich Pet April 15 Ord June 15.

WHITE, WILLIAM, Padisey, Yorks, Joiner Bradford  
Pet June 13 Ord June 13.

WOOLLATT, JOHN, Nottingham, Lace Manufacturer  
Nottingham Pet May 28 Ord June 14.

## ADJUDICATION ANNULLED.

TURNER, FRANCES GWARE, present residence un-  
known, Widow High Court Adjud Feb 21, 1877  
Annul June 6.

## SALES OF ENSUING WEEK.

June 25.—MESSRS. DEBENHAM, TEWSON, FARMER, &  
BRIDGEWATER, at the Mart, E.C., at 2, Freehold  
Estates and Properties (see advertisement, June 1,  
p. 5).

June 26.—MESSRS. BAKER & SONS, at the Mart, E.C.,  
at 2, Freehold Building Land, Residential Pro-  
perties, and Ground Rents (see advertisement, June 1,  
pp. 8 and 9).

June 26.—MESSRS. EDWIN FOX & BOUSFIELD, at the  
Mart, E.C., at 2, Freehold Residential Property, &c.  
At 3, Law Fire Insurance Shares (see advertisement  
this week, p. 552).

June 26.—MESSRS. PARERBROTHER, ELLIS, CLARK &  
Co., at the Mart, E.C., at 2, Freehold Estates and  
Properties (see advertisement, June 1, p. 2).

June 26.—MESSRS. LAMBERT, SON, & FLINT, on the  
Estate, Freehold Building Land and Residence  
(see advertisement, June 1, p. 9).

June 26.—MESSRS. DANIEL SMITH, SON, & OAKLEY,  
at the Mart, E.C., at 1, Freehold Residence, Estate,  
and Properties (see advertisement, June 1, p. 1).

June 26.—MESSRS. BAKER & SONS, at the Mart, E.C.,  
at 2, Freehold Residential Estate and Building  
Materials (see advertisement this week, p. 552).

June 26.—MESSRS. LAMBERT, SON, & FLINT, at the  
Mart, E.C., at 2, Freehold Estates (see advertisement,  
June 1, p. 10).

The Subscription to the SOLICITORS' JOURNAL is  
—Town, 25s.; Country, 28s.; with the  
WEEKLY REPORTER, 52s. Payment in advance  
include Double Numbers and Postage. Sub-  
scribers can have their Volumes bound at the  
office—cloth, 2s. 6d., half law calf, 5s. 6d.

All letters intended for publication in the  
"Solicitors' Journal" must be authenticated  
by the name of the writer.

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## PARISH OF ST. JAMES, WESTMINSTER.

## ASSISTANT CLERK WANTED.

The Vestry are prepared to receive Applications  
from Candidates between 25 and 35 years of age for  
the appointment of First Assistant in the Vestry  
Clerk's Office. Experience in Parochial Business  
and a good knowledge of Shorthand are  
essential. Salary, £100 per annum. Applications,  
on printed forms, to be obtained at the Vestry Hall.  
Piccadilly, accompanied by copies of not more than  
three testimonials to be enclosed in an envelope  
endorsed "Assistant Clerk," and delivered at the  
office of the undersigned by or before 10 o'clock on  
the morning of Thursday, the 18th day of July, 1890.  
By Order,

HARRY WILKINS,  
Vestry Clerk.

Vestry Hall, Piccadilly, 20th June, 1890.

LAW.—Clement's-inn and Daniel Reardon  
Prizeman Requires Engagement as Managing  
Clerk in London; 5 years' general London experience  
—Address, LAW, care of Adams & Friends,  
Advertising Agents, 59, Fleet-street, E.C.

LAW PRACTICE.—A small old-established  
Practice in the City, with office fittings, &c.,  
for immediate Sale, in consequence of the death of  
the Solicitor.—Address, EXCECRAN, care of A. T. T.,  
Tee & Son, Solicitors, 7, Frederick's-place, Oll  
Jewry, E.C.

TO SOLICITORS COMMENCING PRACTICE.—A Solicitor practising in chambers within  
in the City has a good Room to let, & a desirable  
tenant facilities will be offered for inquiries to be  
made in general office, &c.—Address, A. J., "Soli-  
citors' Journal" Office, 7, Chancery-lane.

EDE AND SON,  
ROBE MAKERS,

BY SPECIAL APPOINTMENT,  
To Her Majesty, the Lord Chancellor, the Whole of  
the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks,  
and Clerks of the Peace.

CORPORATION ROBES, UNIVERSITY AND GLOUCESTERSHIRE.

ESTABLISHED 1889.

94, CHANCERY LANE, LONDON.

THE LAW GUARANTEE & TRUST SOCIETY,  
LIMITED.

SUBSCRIBED CAPITAL, £1,000,000. PAID-UP CAPITAL, £100,000.

## TRUSTEES:

The Hon. BARON POLLOCK.  
The Hon. Mr. JUSTICE KAY.

The Hon. Mr. JUSTICE DAY.  
The Hon. Mr. JUSTICE GRANTHAM.

## OBJECTS OF THE SOCIETY:

I.—FIDELITY GUARANTEES, given on behalf of Clerks, Cashiers,  
Travellers, and others; also Bonds on behalf of Trustees in Bankruptcy, Liqui-  
dators and Receivers under the High Court, and all persons holding Government  
appointments, where required; and

A.—LUNACY COMMITTEES' BONDS granted.

B.—ADMINISTRATION BONDS entered into at moderate rates.

III.—MORTGAGE INSURANCES effected.

IV.—TRUSTEES FOR DEBENTURE, &c. The Society acts as Trustee  
for Debenture and other Loans.

V.—TRUSTEESHIP. The Society is also prepared to be appointed Trustee  
either in existing Trusts or in those to be hereafter created.

(See special Prospectus.)

VI.—TITLE GUARANTEE against defect in same.

VII.—CONTRACTS GUARANTEED as to due performance.

For further particulars apply to the General Manager and Secretary, THOS. R. RONALD.  
HEAD OFFICE: 9, Sackville-street, Lincoln's-inn, London. CITY OFFICE: 9, St. Mildred's-court, Poultry, E.C. BRANCH OFFICES—Manchester: 51, King-street;  
Liverpool: 6, York-buildings, 14, Dale-street.

June 22, 1889.

## BEDFORDSHIRE.

direction of the Executors of the late James Howard, Esq.—The Clapham-park Estate, formerly the property of the Earl of Ashburnham, delightfully situated close to the important county town of Bedford, an hour's journey from London by the Midland Railway, and in a capital sporting district, being in the neighbourhood of the meets of the Oakley, Cambridgeshire, Pytchley, and Fitzwilliam hunts. The property is freehold, is within a ring fence with three substantial lodge entrances, and comprises a very handsome and exceedingly well-built mansion in the modern Gothic style, occupying a charming position in the centre of the park, commanding most extensive and picturesque views, embracing five counties, and containing 15 bed and dressing rooms, two bath rooms, four spacious reception rooms, noble billiard room, smoking room, and domestic offices; superior detached stabling for eight horses with residence for coachman, ornamental grounds of great natural beauty, and laid out with consummate taste, surround the house, and within their precincts is a cottage ornée or shooting box. The kitchen gardens and fruit orchards are well planted, and with the ranges of glasshouses highly productive. The model farms with ample buildings constructed on the most approved principle, together with two good farmhouses, are well-known features, and in addition there are 10 capital cottages for labourers and a keeper's cottage. The rich meadows and the thriving woods, which afford excellent cover, have been planted with every variety of timber, and the estate in its entirety embraces an area of about 525 acres, the principal portion of which is in old pasture.

**MESSRS. FAREBROTHER, ELLIS, CLARK, & CO.** have been favoured with instructions to OFFER for SALE by AUCTION, at the AUCTION MART, Tokenhouse-yard, London, on WEDNESDAY, JULY 17, 1889, at TWO o'clock precisely, in One Lot, the above important FREEHOLD ESTATE, with possession, subject only to an occupation tenancy of the farms at present let, with 451 acres of the land at the rent of £140 per annum.

Particulars, with plans and conditions of sale, may be obtained of Messrs. Bower, Cotton, & Bower, 4, Bream's-buildings, Chancery-lane; and of Messrs. Farebrother, Ellis, Clark, & Co., 29, Fleet-street, Temple-bar, and No. 18, Old Broad-street, E.C.

## FULHAM, S.W.

(nearly opposite the palace of the Bishop of London, and within a short distance of Putney-bridge).—Important Freehold Estate of about 7½ acres, known as Colehill-house, with most extensive frontages to the Fulham Palace-road and Colehill-road; ripe for immediate development as building land, while presenting exceptional benefits as a residential property, the ground being handsomely timbered with trees in great luxuriance of growth, and the gardens well kept. With possession.

**MESSRS. FAREBROTHER, ELLIS, CLARK, & CO.** (in conjunction with Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER), will SELL by AUCTION, at the MART, Tokenhouse-yard, London, E.C., on WEDNESDAY, JULY 10th, 1889, the above FREEHOLD ESTATE.

Particulars, with plans and conditions of sale, may be obtained of John Robson, Esq., Solicitor or, 12, John-street, Adelphi, W.C.; at the Mart, E.C.; and with orders to view, of Messrs. Debenham, Tewson, Farmer, & Bridgewater, 50, Cheapside, E.C.; and of Messrs. Farebrother, Ellis, Clark, & Co., No. 29, Fleet-street, Temple-bar, and 18, Old Broad-street, E.C.

## SALES BY AUCTION FOR THE YEAR 1889.

**MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER** beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Advowsons, Reversions, Stocks, and other Properties, will be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—

|               |              |              |
|---------------|--------------|--------------|
| Tues, June 25 | Tues, July 8 | Tues, Oct 8  |
| Tues, July 2  | Tues, Aug 6  | Tues, Oct 22 |
| Tues, July 9  | Tues, Aug 13 | Tues, Nov 5  |
| Tues, July 16 | Tues, Aug 20 | Tues, Nov 19 |
| Tues, July 23 | Tues, Aug 27 | Tues, Dec 3  |

Auctions can also be held on other days. In order to insure proper publicity, due notice should be given. The period between such notice and the proposed auction must considerably depend upon the nature of the property to be sold. A printed scale of terms can be had at 50, Cheapside, or will be forwarded. Telephone No. 1,503.

**MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of ESTATES and HOUSES to BE SOLD OR LET**, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 50, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

## Law Fire Insurance Society's Shares

**MESSRS. EDWIN FOX & BOUSFIELD** will include in their next STOCK and SHARE AUCTION at the MART, on WEDNESDAY, JUNE 26th, at THREE o'clock, in Lots, 100 £100 SHARES (200s. paid) in the Law Fire Insurance Society. The Dividend for the past year was 17s. 6d. per share: equal to 35 per cent.

Catalogues of Messrs. Edwin Fox & Bousfield, 99, Gresham-street, Bank, E.C.

## UNPRECEDENTED AUCTION.

The New River, beyond question the choicest home investment of this or any other age—An entire Freehold Share in the Adventurer's Moltie of the New River, in one lot, being the first and only opportunity that capitalists have ever had during the three centuries that this grand historic corporation has existed of acquiring in the open market one of those unique freehold estates, presenting an investment of the highest class for the employment of the capital of any public body, or for the purposes of family endowment, the present income being £2,410 a year, annually increasing, having doubled within 20 years, with unlimited scope for future accretions, and the reversion to large landed estates, including one of over 50 acres in the heart of London, covered with buildings the losses of which fall in about 20 years, qualifying also to occupy a seat at the Board (with its handsome revenue from fees) which the transfer of this share will render vacant.

**MESSRS. EDWIN FOX & BOUSFIELD** will SELL, at the MART, on WEDNESDAY, JULY 17, at TWO o'clock, in One Lot, a most important and valuable FREEHOLD ESTATE, comprising an Adventurer's Share of the Estates and Interests of the New River, in possession and expectant.

Particulars of Messrs. Fere, Forster, & Co., Solicitors, 28 Lincoln's-inn-fields, W.C.; at the Mart; and of Messrs. Edwin Fox & Bousfield, No. 99, Gresham-street, Bank, E.C.

**HYDE PARK, INLINGTON, BARNSBURY, CANONBURY, and GRAY'S INN ROAD.** Robert Oldershaw, deceased.—Exceedingly important and valuable Freehold, Leasehold, and Copyhold Properties for Investment.

**MESSRS. EDWIN FOX & BOUSFIELD** will SELL, at the MART, on WEDNESDAY, JULY 17, at TWO, in Lots, the following PROPERTIES:—

**HYDE-PARK.**—Highly important Leasehold Estate for Investment, comprising private residences, shops, offices, business premises, and stabling, being Nos. 2, 3, 4, 5, 11, 11A, 12, and 13, Stanhope-terrace, facing the Park, and No. 28, Kensington-gardens-terrace; also improved Ground-rents arising from the Crown, the well-known tavern at the junction of the Bayswater and Grand Junction-roads, Stanhope-terrace, and Nine private Residences, Nos. 19 and 21 to 27, inclusive, Kensington-gardens-terrace, and No. 4, Westbourne-street; together producing about £1,557 per annum, held for various terms at low ground-rents.

**INLINGTON.**—One-fourth Part of a valuable Copyhold Estate, consisting of 11 capital houses and shops, in a first-class situation, being Nos. 169 to 179, inclusive, Upper-street and Barnsbury-hall, Barnsbury-street; producing over £1,756 per annum from responsible tenants on lease.

**CANONBURY.** Islington, and Gray's-inn-road.—Four Leasehold Residences, with large gardens, being Nos. 70 to 78 (even), Marquess-road, Canonbury; also Three Freehold Cottages, No. 1, Torrett's-court, Upper-street, Islington, and Nos. 3 and 4, Elm-court, Elm-street, Gray's-inn-road; producing rents of over £265 per annum.

Particulars at the Mart; of H. A. Oldershaw, Esq., Solicitor, 6, Bell-yard, Doctors' commons, E.C.; and of Messrs. Edwin Fox & Bousfield, 99, Gresham-street, Bank, E.C.

## LINCOLN'S INN.

Two Sets of Capital Freehold Chambers in New-square, close to the Law Courts and in the centre of the legal profession.—For Investment or Occupation.

**MR. DAVID J. CHATTELL** will SELL by AUCTION, at the MART, E.C., on WEDNESDAY, the 17th of JULY, 1889, at ONE precisely, the TWO SETS of First-class FREEHOLD CHAMBERS, being on the second and third floors of No. 3, New-square, Lincoln's-inn, adjoining the gateway entrance to Carey-street, and certain, from the unique position, to command large rentals from barristers, solicitors, and others. At present let on yearly tenancies at rentals amounting to £216 per annum. The property is subject to an annual rent charge of £2 to the Honourable Society of Lincoln's-inn.

May be viewed by permission of the tenants, and particulars and conditions of sale obtained at the Mart; of Messrs. Lee & Pemberton, Solicitors, 44, Lincoln's-inn-fields; and of the auctioneer, 29 (corner of), Lincoln's-inn-fields, and at Chislehurst, Kent.

**STIMSON'S LIST of PROPERTIES for SALE** for the present month contains 2,000 investments and can be had free. Particulars inserted without charge. It is the recognised medium for selling or purchasing property by private contract.—Mr. Stimson, Auctioneer, Surveyor and Valuer, 8, New Kent-road, S.E.

**M. R. B. A. REEVES, LAND AGENT and SURVEYOR, LONSDALE CHAMBERS, 27, CHANCERY LANE**, is prepared to conduct Sales of Freehold and Leasehold Properties by Auction on moderate terms. The Management of Property and Collection of Rents undertaken.

## SALES FOR THE YEAR 1889.

**MESSRS. BAKER & SONS** beg to announce that their SALES of LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground Rents, Reversions, Shares, and other Properties, will be held at the Mart, Tokenhouse-yard, E.C., as follows:—

|              |              |             |
|--------------|--------------|-------------|
| Fri, June 29 | Fri, Aug 30  | Fri, Oct 25 |
| Fri, July 12 | Fri, Sept 6  | Fri, Nov 15 |
| Fri, July 26 | Fri, Sept 20 | Fri, Nov 29 |
| Fri, Aug 16  | Fri, Oct 11  | Fri, Dec 13 |

Auctions can be held on days besides those above specified.—No. 11, Queen Victoria-street, E.C. Telephone No. 1,689. Telegraphic address, "Akaber, London."

## KENT.

Near Dover.—By direction of the Marchioness of Ely.—Kearsey Abbey, an unique Freehold Residential Estate of about 90 acres, with spacious castellated mansion, stabling, grounds, and meadow and wood land, with possession.

**MESSRS. BAKER & SONS** will SELL by AUCTION, at the MART, Tokenhouse-yard, Bank, E.C., on FRIDAY, JUNE 29, at TWO, in One Lot, an attractive FREEHOLD RESIDENTIAL ESTATE, situated in the parishes of River and Ewell, within 20 minutes' drive of Dover, and close to Kearsey Station of London, Chatham, and Dover Railway, comprising the imposing castellated mansion known as Kearsey Abbey, containing 15 bed and dressing rooms, five large and lofty reception rooms, noble billiard room, 20ft. by 22ft. and 20ft. 6in. high, panelled throughout in oak, and ample servants' accommodation for a first-class establishment. The mansion and grounds are completely screened from the cold winds, and possess delightful views over the estate and adjacent hill scenery. Surrounding the mansion are charmingly-wooded pleasure grounds of about 12 acres through which runs the River Dour, which at this point widens into a lake, forming a charming feature in the grounds, and affording unusually good trout fishing. Walled kitchen gardens of about three acres, with ranges of succession glasshouses and other glass houses, entrance lodge, exceptionally good stabling for 12 horses, coachman's and groom's houses, and about 75 acres of park-like meadow and woodland. The late Marquess of Ely expended a very large sum on the buildings and in general improvements to the property, which is now in perfect order, and forms one of the choicest residential estates in the county. It is now in the occupation of the Marchioness, and possession will be given on completion of the purchase. The purchaser will have the option of taking a portion of the appropriate furniture at valuation in the usual way. The district is fast increasing, and a portion of the property could be utilised for building without the least detriment to the residential attraction of the rest of the estate.

May be viewed by orders from the Auctioneers, and particulars, plans, and conditions of sale obtained of Messrs. Lethbridge & Prior, Solicitors, 25, Abingdon-street, London, S.W.; and of the Auctioneers, 11, Queen Victoria-street, London, E.C.

## BRUSSELS.

Ro the Brussels International Exhibition, 1889.—Absolutely without Reserve.—To Contractors, Builders, and others.

**MESSRS. BAKER & SONS** are instructed to SELL by AUCTION, at the MART, Tokenhouse-yard, Bank of England, London, E.C., on FRIDAY, JUNE 29, at TWO precisely, in One Lot, by direction of S. Lee Barty, Esq., the Commissioner-General for the British Empire Section of the Brussels International Exhibition, in consequence of the site being required by the Belgian Government, the BUILDING MATERIALS of the IMPOSING and SUBSTANTIAL EDIFICE forming the BRITISH SECTION of the BRUSSELS EXHIBITION, 1889, 420 feet long by 140 feet in width, built of IRON, WOOD, and GLASS, with two Towers at each end and Dome in centre. It is mostly constructed in sections of 15 feet, and capable of easy removal and re-erection, the greater part of it having been brought from the Manchester Exhibition, 1857, and is well adapted as an exhibition building, colonial warehouse, cattle, dog, or flower shows, or any similar purposes. The building must be removed in two months from the date of sale.

Particulars and conditions of sale of S. Lee Barty, Esq., General Manager, Alexandra Palace, London, N., and 3, Queen Victoria-street, London, E.C.; and of Messrs. Baker & Sons, Land Agents and Surveyors, 11, Queen Victoria-street, London, E.C.

## BELGRAVIA.

By Order of the Executors.—A Sound Long Leasehold Investment of a desirable character.

**MESSRS. ROGERS, CHAPMAN, & THOMAS** will SELL by AUCTION, at the MART, E.C., on TUESDAY, JULY 2, at ONE precisely, the very excellent INVESTMENT, arising out of the well-planned residence, No. 76, St. George's-road, S.W.; held for a term of 78 years from Christmas 1852, at £12 per annum, and let to a first-class tenant on repairing lease for 14 years from Midsummer, 1881, at £10 per annum.—Vendor's Solicitors, Messrs. Tylee & Co., 14, Essex-street, Strand, W.C. Auction Offices, 50, Belgrave-road, S.W., and 78, Gloucester-road, South Kensington, S.W.

